

PARENTING FACILITATION/COACHING AGREEMENT/EXPECTATIONS AND CONTRACT

Ι,	hereby agree to the appointme	ent
of Robin Brown MS, LPG	C to function as our Parenting Facilitator/Coach.	As
of today,	I agree to the following program	
guidelines:		

I. PARENTING FACILITATION/COACHING

I understand that the function of a Parenting Facilitator/Coach is to help parents resolve their differences regarding their child (ren) and their care in a manner that serves the best interest of the child (ren), as well as minimizes conflict between the parents that could harm the child (ren), and foster cooperation between the parents. In the event that parents cannot come to an agreement regarding the care of their children, I understand that the Parenting Facilitator/Coach will make recommendations, which we will follow until the Court orders a different solution. If we don't agree to the recommendations made by Robin Brown Walton, we can submit the issue to the District Courts to address, agreeing however to follow the recommendations provided by Robin Brown Walton until the court orders a different solution.

I understand that the Parenting Facilitator/Coach may assess the situations presented and educate me as necessary regarding child development and communication, as well as facilitate communication between myself and my child (ren)'s other parent, and others who are involved with our child (ren). The Parenting Facilitator/Coach will help me work out the disputes I have with my child (ren)'s other parent and aid me in understanding my part, or responsibility, in my relationship breakdowns with others, especially with my child (ren)'s other parent. The Parenting Facilitator/Coach will coach me on strategies in dealing

with the other parent and with my child (ren), and may refer me to other professionals, such as therapists. I will also give the Parenting Facilitator/Coach irrevocable signed releases to any other important professionals (i.e. attorneys, teachers, therapists, etc) that would help the Parenting Facilitator/Coach have the greatest chance of success.

I understand that Parenting Facilitation/Coaching is NOT psychotherapy; therefore, I am not the client. There is no therapist/client privilege and third-party reimbursement will not be accepted. Although my Parenting Facilitator/Coach may be licensed as a Licensed Professional Counselor by the State of Texas, when acting as a Parenting Facilitator/Coach, she is not acting as an LPC as she is not doing counseling or psychotherapy. Additionally, although Parenting Facilitation includes a form of high conflict resolution, the process of Parenting Facilitation is not considered mediation.

II. APPOINTMENT BY THE COURT

Since the appointment of a Parenting Facilitator/Coach is either Court-ordered, recommended by the attorneys, or a stipulation between the parties, I understand that the process is **not confidential** as it relates to communication with the attorneys and other professionals involved in my case. It is also **not confidential** as it relates to testifying in Court or producing reports to the Court.

I understand that if I subpoen the Parenting Facilitator/Coach to go to court and or be deposed, I will pay the Parenting Facilitator/Coach a two-hour retainer for her court appearance prior to the court date and/or the deposition. I also agree to pay a flat fee of \$25.00 plus \$.10 per page for copies requested of my file.

III. SCHEDULING APPOINTMENTS

Appointments with the Parenting Facilitator/Coach shall be scheduled at the request of the Parenting Facilitator/Coach or by either parent. I agree to make a good faith effort to be available for appointments when requested by the Parenting Facilitator/Coach or the other parent. If I have to cancel an appointment, I agree it will be my responsibility to reschedule the appointment with the Parenting Facilitator/Coach's office after making an attempt to coordinate with my child (ren)'s other parent.

I also agree that I will be on time for all appointments, barring an emergency for which I will make telephone contact to communicate the emergency and how late I will be. This contact will be made to the emergency telephone number (210-887-1190) if the office number (210-223-0779) is not answered. If I am late for an appointment that is not due to an emergency and for which I did not communicate, I agree to be 100% financially responsible for that portion of the session that I missed, even if the Court ordered a split payment schedule.

I understand that if I must re-schedule or cancel an appointment, unless I notify the Parenting Facilitator/Coach more than 24 hours prior of the scheduled appointment, I will be billed for the appointment time scheduled on the Parenting Facilitator/Coach's calendar. In the event that I do not show up for a scheduled appointment and I have not given 24 hours advance cancellation notice, and the other parent does appear, or wants to keep the appointment, the parent who does not appear or cancels 24 hours in advance shall be responsible for both parent's fees payable before the next appointment. This applies no matter who has been ordered to pay for the joint sessions.

IV. TELEPHONE CONFERENCES

Telephone conferences will be available upon request; however, I understand that the Parenting Facilitator/Coach may often not be immediately available by telephone between the hours of 9:00 am and 7:00 p.m. and/or within 24 hours of my request. Therefore, I understand that the most effective way to communicate with the Parenting Facilitator/Coach may be through leaving a short message with the office staff who can relay the message to the Parenting Facilitator/Coach, sending a brief email that can be responded to within 24 hours (Monday through Thursday) and/or booking a phone conference on the Parenting Facilitator/Coach's schedule. I agree that any phone calls (including emergency phone calls), will be billed on my account at the Parenting Facilitator/Coach's rate of \$250.00 per hour in 15-minute segments.

V. COMMUNICATION

Copies of all correspondence to the other parent should be "cc'd" to the Parenting Facilitator/Coach either through mail, email or hand delivered.

It should be understood that the e-mails "copied" to the Parenting Facilitator/Coach MAY NOT be read but filed for use during an individual or conjoint session, if necessary. If there is a need for the Parenting Facilitator/Coach to read the e-mails copied to her, please forward the e-mail directly addressed to me with a note attached requesting that I read the forwarded or attached email and respond, if appropriate. Please note that you will be charged a rate of \$25.00 per e-mail that you request to be read, reviewed and responded to as long as these responses are a paragraph or less. Otherwise, you will be charged my hourly rate of \$300.00 per hour in segments of 15-minutes (\$75.00) if the response requires more than a few minutes to read and respond to. These electronic communication fees will be added to your balance sheet or billed against your retainer.

VI. INTERVIEWING CHILDREN

The Parenting Facilitator/Coach is authorized to interview my child (ren) privately in order to ascertain the child's needs as to the issues being presented in Parenting Facilitation, or any other issues the child feels they would like us as parents to discuss and resolve as it relates to parenting decisions that impact them. In order to provide feedback regarding the information received in individual sessions with my child (ren), the Parenting Facilitator/Coach will get my child's permission to share information with us so as to assure the child that their voice is being represented in Parenting Facilitation. Additionally, I agree that any information I learn about my child (ren)'s wishes, desires and/or issues they have with me, or their other parent will be heard solely as a contribution to us becoming better parents and never used against the children or the other parent.

VII. INTERVIEWING COLLATERALS

I stipulate to the Parenting Facilitator/Coach consulting with professionals who have information about us or our child (ren), such as therapists, custody evaluators, attorneys, teachers, etc. and agree that such information given and received may be considered by the Parenting Facilitator/Coach in helping us come to resolution about our conflicts, or making recommendations that would resolve the conflict.

I agree that my signature on this document irrevocably authorizes Robin Brown MS, LPC, CDC and all professionals/collaterals involved in my case to communicate openly with each other. Additionally, I give my consent for Robin Brown MS, LPC, CDC to file reports with the Court as to our agreements, impasses and/or termination.

VIII. TIME

The Parenting Facilitator/Coach is authorized to tell me if she believes that I am taking up an inordinate and disproportionate amount of time in discussing an issue in a conjoint session. I understand and agree that the Parenting Facilitator/Coach is responsible to both parents and that the amount of time spent on resolving a dispute shall be proportionate to the nature of the dispute, as determined by the Parenting Facilitator/Coach. I agree that I will be billed for a joint session along with the other parent's portion of the session if I am unable to manage myself during a particular session.

I also agree that I will not "wait until the last minute" to address an issue that is of a timely manner. I agree that I will not contact the Parenting Facilitator/Coach to address an issue that is NOT AN EMERGENCY and could wait until a joint session can be set up with the other parent either physically or via a telephone conference with both parents.

IX. TERMINATION

I understand and agree that the services of the Parenting Facilitator/Coach may be terminated by either the Parenting Facilitator/Coach, the Court or by agreement of BOTH parents. In the case of the Parenting Facilitator/Coach requesting to withdraw or BOTH parents asking her to withdraw, the request will be put in writing and sent to all parties, their respective attorneys, and filed with the Court. In the event that Robin Brown Walton MS, LPC requests to withdraw from my case, she will make a referral to another Parenting Facilitator/Coach if we have issues still needing to be resolved in our child (ren)'s best interest.

Please also note that if at any time, you, your significant other, family member or attorney, make comments or take actions perceived by the Parenting Facilitator/Coach as being disrespectful, threatening or

harassing, and/or you continually violate the rules set forth in the first conjoint session, you will be at risk for termination. If the Parenting Facilitator/Coach terminates you, a Motion to Withdraw will be filed with the Court, including the reasons for the termination.

X. FEES/RETAINER

I agree to pay the Parenting Facilitator/Coach for all of her time and costs in working with me, including time spent reviewing documents, correspondence, and audio or videotapes, meeting with me either individually or conjointly with the other parent, reviewing and/or responding to electronic communications and memos, writing a Parenting Plan or parenting agreements, phone conferences with me individually or us as parents, phone conferences with attorneys, professionals and others involved in my case, as well as any time spent writing up reports requested by us, our attorneys or the Court. The fee structure I agree to pay is as follows:

Parenting Facilitation Sessions (60-minutes)	\$300.00		
Phone Conferences/Calls are billed in 15-minute segments $@$	\$300.00 hr.		
Reviewing documents, meeting with professionals or collaterals,			
writing reports @	\$300.00 hr.		
Electronic Communication (minimum per email response)	\$25.00		
Court Testimony/Depositions/Mediation	\$400.00 hr.		
Home Visits	\$300.00 hr.		
Travel/Drive Time	\$250.00 hr.		

I agree that I will be responsible for 50% of all fees associated with any conjoint Parenting Facilitation sessions, appointments with my child (ren), meeting with attorneys and/or any other professional necessary to help resolve our conflicts, unless otherwise ordered by the Court. Any other assessed fees will be determined by the Parenting Facilitator/Coach as to my portion of fees, or if I am solely responsible for the fees.

I agree that I will pay and maintain a retainer of \$900.00 with the Parenting Facilitator/Coach, which can be billed against for the above services where I am not physically present. I may also provide a credit card and authorization to charge for the above services that can be used by the Parenting Facilitator/Coach. Additionally, I agree to pay for all

services rendered by the Parenting Facilitator/Coach when they occur at the above listed fees and agree to maintain a zero balance. Monthly statements will be made available to me upon request and any account with a monthly balance due may have a 15% finance charge added. If my account is not paid within 90 days, it will be referred to a collection agency or an attorney.

XI. GENERAL EXPECTATIONS

I will schedule joint sessions at least every other week unless the Parenting Facilitator/Coach recommends more or less frequent appointments for a specific amount of time. I understand that my child (ren) will be seen at least once for an intake appointment. I also understand that the Parenting Facilitator/Coach will determine if and when other adults are included in our joint sessions.

Neither the Parenting Facilitator/Coach nor I will tape record any of the Parenting Facilitation sessions unless agreed to by all the parties. Any parenting phone calls that are tape-recorded will be provided to the Parenting Facilitator/Coach and used for educational purposes, and not for use in litigation. I also understand that I will be given an opportunity to have copies of these tapes, if requested and agree to pay for the cost of any copying fees.

I will work on implementing new skills in conjoint sessions and ultimately, outside sessions.

I will make child-focused decisions and sacrifices when necessary. I will stay solution-focused, rather than fight to "win." When given the opportunity to "do the right thing" as opposed to "being right," I will "do the right thing."

I will be responsible for my own behavior and not focus on the behavior of my co-parent. I understand that I am expected to make progress and to make changes for the sake of my child (ren).

I will be responsible for allowing the Parenting Facilitator to "coach" me and be willing to "see my blind spots" that may be illuminated for me by the Parenting Facilitator/Coach. I will trust that the Parenting

Facilitator/Coach is committed to my best and to my co-parent and I finding a way to work together as "partners in parenting."

I will take responsibility for the parenting issues I want to address and resolve in each joint session.

I will not call our Parenting Facilitator/Coach unless I am having an emergency that is "child-focused," and I will not expect a return call unless I indicate the exact nature of the emergency on the voicemail or with the live emergency service.

If I am confused about the "coaching" I receive, I agree to call and/or meet with the Parenting Facilitator/Coach to discuss the issue prior to the next joint Parenting Facilitation session or before requesting a new Parenting Facilitator/Coach.

XII. PARENTAL BEHAVIORS

I will try and treat my co-parent with respect no matter how I feel about them and no matter what type of custody arrangement we may have. I will acknowledge my co-parent, no matter how I feel about them every time I see them and even when my child is not present. (This includes the waiting room.)

I will not block my child's contact with the other parent either by phone or visitation. I will insure that my child returns phone calls to their other parent whenever a voice message has been left for them. I will keep child calls and parent calls separate.

I will post and honor the "Divorce Rules" and our "Parental Mission Statement" somewhere I can be reminded daily to follow.

I will use impulse control and shield my child (ren) from parental conflict and negative comments.

I will minimize and eliminate my child (ren)'s sense of loyalty binds.

I will "consult" with my co-parent rather than "inform" them regarding parenting decisions.

I will make "requests" rather than "demands."

I will not schedule activities or appointments on the other parent's time with prior agreement.

I will honor the current court order and any new agreements made in the joint sessions. I will have "Integrity with my Word."

I will not call the police unless there is a clear threat of physical harm. I will not contact the Texas Department for Protective and Regulatory Services unless I consult with the Parenting Facilitator/Coach first. I will use the emergency number provided by the Parenting Facilitator/Coach (210-887-1190) rather than do anything adversarial or upsetting to our child.

I will not contact my attorney to take any adversarial action without first dealing with the issue in a joint session in a good faith attempt to resolve the issue. If the issue cannot be resolved, I will follow any and all recommendations made to me by the Parenting Facilitator/Coach, which she believes can resolve the dispute/issue. I will only contact my attorney after the Parenting Facilitator/Coach believes that the issue has reached an impasse and needs to be addressed by the attorneys or the Court

Your signing this Service Agreement constitutes your consent and agreement to the following terms:

ACKNOWLEDGEMENT:

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO IT'S TERMS IN THEIR ENTIRETY.

Client Signature

Date