

PARENTING FACILITATION SERVICE AGREEMENT

About Parenting Facilitation

In Texas, the roles and duties of a Parenting Facilitator are defined by the Texas Family Code §153.6061. A Parenting Facilitator's role is to educate and empower parents to self-determine a parenting plan in the best interest of the child(ren) and to resolve conflicts regarding implementing the parenting plan through effective communication. A Parenting Facilitator serves as an impartial third party to help parents resolve conflict. Specifically, the duties of a Parenting Facilitator are limited and the process of a Parenting Facilitator's services are not confidential. A Parenting Facilitator is limited to the following duties:

- Identifying Disputed Issues.
- Reducing Misunderstandings.
- Clarifying Priorities.
- Exploring possibilities for problem solving.
- Developing methods of collaboration in parenting.
- Understanding parenting plans and reaching agreements about parenting issues to be included in a parenting plan.
- Complying with the courts order regarding conservatorship or possession of and access to the child
- Implementing parenting plans.
- Improving parenting skills, increasing problem solving skills, and conflict management.
- Settling disputes regarding parenting issues and reaching a joint resolution regarding the dispute.
- Monitoring the compliance with court orders.

Additional Information

- A Parenting Facilitator cannot change your court order or make recommendations to possession or access.
- A Parenting Facilitator cannot be involved in matters related to finances, division of property, or any other issue(s) that do not directly involve co-parenting.
- Parenting Facilitation is not an emergency service. Parents should call 911 or other crisis intervention services – should need arise.
- A Parenting Facilitator does not offer legal advice or provide you or your co-parent with legal counsel.
- Parenting Facilitation Services is not covered by insurance.
- A Parenting Facilitator cannot provide counseling or therapeutic services.
- Parenting Facilitation meetings will not be held in the presence of either parent's attorney.
- You must notify your Parenting Facilitator within **24 hours** and in writing of any changes in your contact information, legal representation, address changes, and/or any individual(s) that moves into your residence.
- By signing this Parenting Facilitation Service Agreement, I am agreeing to allow free and open disclosure between my Parenting Facilitator, the other parent, all attorneys involved, teachers, or any other parties, as

deemed necessary, at the full discretion of my Parenting Facilitator . I am willing to sign an authorization to release information in order to facilitate the parenting facilitation process.

- I agree to maintain scheduled appointments with my Parenting Facilitator and I will not interfere in the process by refusing to attend meetings.
- It is suggested that parents should enroll in Our Family Wizard program at www.ourfamilywizard.com. Parents should direct communication to each other using Our Family Wizard. If another program should be used or is preferred, the Parenting Facilitator must be made aware of the service prior to beginning services.

Arranging for Services

After the Parenting Facilitator agrees to accept a case and has been appointed, the parents or their attorneys must provide any pertinent court orders or any other related report(s). To begin services the following are required:

1. Signed Parenting Facilitation Service Agreement to include acknowledgment of understanding by initialing the bottom of each page of the Parenting Facilitation Service Agreement.
2. A completed Intake Form.
3. A copy of the court order for parenting facilitation services.
4. Signed releases.
5. Pertinent records regarding the child(ren) or parents that are pertinent to the current litigation.
6. Initial Retainer. Payment must be received.

The Parenting Facilitator will contact you after all of the above requirements have been met.

Contacting the Parenting Facilitator

Contact with the Parenting Facilitator, outside of a scheduled meeting, should be made only to schedule and/or cancel meetings or a brief question(s) regarding your statement. Contact may be made by email and/or phone. If a parent contacts the Parenting Facilitator for a purpose that does not include scheduling or a question regarding payment, the phone call will be billed per the Parenting Facilitator's fee schedule. The Parenting Facilitator will return calls within **three (3) business days**, excluding holidays. If your email does not include a question related to scheduling and or billing, and requires a lengthy response, the parent that emailed the Parenting Facilitator will be billed.

Meetings

Depending on the specific needs of your case, your Parenting Facilitator may request joint meetings with both parents, joint meetings involving other relevant family members, individual meetings with child(ren), or consultations with other family services providers. The Parenting Facilitator will determine the frequency of meetings, if it is not stated in your court order. Please note that special arrangements may be made, due to confirmed or suspected violence by one or both parents. In order to allow for increased security, meeting times will be changed if there is a Protective order in place or at the request of either parent.

Confidentiality

Parenting Facilitation is not a confidential process. A Parenting Facilitator shall submit a written report to the court and to the parties, as ordered by the court. A Parenting Facilitator may also provide the court with periodic status reports or reports, due to significant events or non-compliance. Copies of reports will be sent to the court and each of the parents attorneys (*unless court documents list otherwise*). The report may not include recommendations regarding possession of or access to the child(ren) who is/are the subject of the suit. Your Parenting Facilitator is authorized to discuss significant information with other service providers, as well as attorneys, visitation staff and/or supervisors, and a guardian ad litem. In order for parenting facilitation to be successful, each parent's participation and honest communication is required. No electronic and/or tape recordings will be made during the Parenting Facilitator meetings (*joint or individual*), and/or during any phone call(s).

Please Note: A person who participates in Parenting Facilitation is not a patient as defined by Section 611.001, Health and Safety Code and no record created, as part of the parenting facilitation, that arises from the Parenting Facilitator's duties is confidential.

Parenting Facilitation Costs

An initial non-refundable retainer of **\$2,000.00** is required (*\$1,000.00 from each parent*) to begin the intake process. The initial **\$2,000.00** retainer is equal to **five (5) hours** of services (*2 parents x 5 hours x \$200.00*) for each parent. Fees are charged per hour, rounded to the nearest **15-minute** increment, based on the fee schedule below. This includes reviewing documentation, records management, meetings, correspondence, phone contact, email, and consultation with other family service providers. Typically, the retainer is split **50/50** between the parents, unless decided otherwise or the judge has ordered another split for each parent.

Services may be charged against the retainer provided that the parties continue to replenish the retainer when billed. Once the retainer reaches **\$350.00** or less, the parties will be notified to replenish the retainer. Should services no longer be required, refunds will be issued only if there is remaining retainer on account for the case, and then only up to the amount in excess of the initial non-refundable retainer on the account. Should one side fail to provide full payment, any issues of reimbursement may have to be addressed to the court. Payment can be made in the form of check or a money order made out to **Texas Premier Counseling Services**. If your check is returned for Insufficient Funds a fee of **\$30.00** will be assessed. This \$30.00 fee must be paid in the form of a Money Order. If your check is returned on more than one occasion, you will no longer be permitted to pay by check. A Credit Card may also be utilized. Please note however, if your Credit Card is declined on **three (3)** or more separate occasions, you may no longer be permitted to use a Credit Card for payment, and would be required to make all future payments via Money Order. If one party is ordered to pay for all costs of parenting facilitation services, they will need to pay **both** retainers. If the judge's order to participate in parenting facilitate stipulates that only one parent be financially responsible and either parent cancels without a **72-hour notice**, the cancelling parent is responsible for that charge.

If a party does not replenish the retainer, services may be suspended.

Parenting Facilitation Standard Fee Schedule	
Retainer per Party	\$1,000.00
Standard Hourly Base Rate <i>(Scheduled meetings, face to face = 50 minutes)</i>	\$200.00

Session Options	Session Time	Rate (50 min)
Monday - Friday (Daytime Session)	8:00 a.m. – 5:00 p.m.	\$180.00 <i>(Discounted Rate)</i>
Monday – Friday (Evening Session)	After 5:00 p.m.	\$200.00
Weekend (Daytime Session)	8:00 a.m. – 5:00 p.m.	\$225.00 <i>(Discounted Rate)</i>
Weekend (Evening Session)	After 5:00 p.m.	\$250.00

Other Costs

Except in the case of an emergency, appointments must be cancelled with a minimum of **72 hours** in advance of the scheduled meeting. Cancellations must be made to your Parenting Facilitator by both 1. An **email** and 2. A **phone call**. It is the responsibility of the parent who cancelled to reschedule the cancelled meeting.

Arriving **15 minutes** late will be considered a cancellation and the party that is late will be charged for the entire/full cost of the meeting.

Each party is responsible for any fees for production of third party records. Costs for copying records and other administrative costs will be deducted from the retainer. Time spent on administrative tasks, such as correspondence to parties, attorneys, and/or reports to the court, are billed at the standard hourly fee of **\$200.00** (*rounded to the nearest 15-minute increment*).

Billing

An itemized statement will be provided to each parent after a meeting, within **three (3) business days**, excluding holidays. A statement will be mailed or emailed to the parent. It is the parent's responsibility to designate the method they wish to have their statement provided to them.

Please Note: Parenting Facilitation is for legal purposes, not treatment purposes, and is not covered under insurance. By signing this document, you acknowledge that you will not be provided with a billing code, a CPT code, or a document that can be used for insurance reimbursement.

Court Appearances

Court appearances, subpoenaed appearance, settlement conferences, or depositions: **\$250.00 per hour**, with a minimum charge of **four (4) hours** (*totaling \$1,000.00*). Payment must be received a week in advance. The attorneys requesting an appearance must arrange a time for a subpoena to be served and subpoenas may alternatively be

faxed or emailed. A weeks' notice must be provided. If an appearance request is received without a minimum of **one-week** notice, the appearance fee is due immediately (\$1,000.00) and there will be an additional **expedite charge** in the amount of **\$250.00 (totaling \$1,250.00)**. Failure to provide the fees, as specified, constitutes a release from the requested appearance. If the case is reset, with less than a week's notice prior to the beginning of the day of the scheduled subpoena and or testimony is not given, **four (4) hours (\$1,000.00)** will be charged plus any applicable/associated expedited fee.

Termination

If your Parenting Facilitator should believe that change is no longer possible or progress has not been made, both parents, as well as their attorneys, will be given two weeks' notice of the decision to withdraw.

Complaints

Any concerns or complaints regarding the Parent Facilitator or the parent facilitation process should be addressed to the Parent Facilitator in writing and an individual session will be scheduled to address concerns. If after the individual meeting the concern(s) is not resolved, the parent may then request that the court terminate services or appointment another Parenting Facilitator.

Professional Practice Statements: For the purposes of reporting violations of licensing rules or regulations, the Texas Behavioral Health Executive Council can be contacted by mail at 333 Guadalupe St., Ste. 3-900, Austin, Texas 78701, and/or by telephone at (800) 821-3205.

Parenting Facilitation Checklist to Begin Services

- ✓ A signature of this parenting facilitation service agreement.
- ✓ A completed Intake Form.
- ✓ A copy of the court order for parenting facilitation services.
- ✓ Signed releases to all pertinent providers (*physicians, school teachers, day cares, etc.*).
- ✓ Pertinent records regarding the children or parents that is pertinent to the current litigation.
- ✓ Initial Retainer.

The above required documents may be emailed to mlogan@texaspcs.org, faxed to (972) 649-4434, or mailed to:

Mailing Address (ONLY):

Texas Premier Counseling Services
2770 Main St., Suite 159
Frisco, TX 75033

Read this agreement fully and initial each page as well as signing.

Participant's Signature: _____ Date: _____

Participant's Name (**PRINTED**): _____

Cause Number: _____