

# Non-Confidential Coparenting Consultation Advisement Form

Cause Number: \_\_\_\_\_

Children's Names: \_\_\_\_\_

I, the undersigned client, understand that I have agreed to or the court has ordered my participation in coparenting consultation in regards to litigation pertaining to the above-named children. I understand that the appointed Coparenting Consultant is Bradley S. Craig, LMSW-IPR, CFLE. I further understand that the Coparenting Consultant has full discretion regarding program implementation as outlined in this document.

Coparenting consultation services offered by Between Two Homes®, LLC. focus on reducing parental conflict in order to enhance the children's emotional functioning and facilitate shared parenting. I understand Mr. Craig's coparenting consultation process uses an education based model. Other staff or contractors may be involved in the coparenting consultation services and are considered part of the coparenting consultation process.

A Coparenting Consultant is a neutral person with whom the parents can craft a plan on matters relating to the children. The Coparenting Consultant will examine a case and follow the orders of the court to assist the parents in developing a comprehensive coparenting plan. The Coparenting Consultant may also assist the parents in enhancing their coparenting relationship by educating the parents during the process.

Coparenting consultation is an attempt to coordinate and implement a coparenting plan that addresses current and future issues related to raising children between two homes. The role of the Coparenting Consultant is to help parents reach successful resolution of disagreements regarding parenting issues themselves. If authorized to do so by court order, the Coparenting Consultant may also make recommendations for the parents in the event the parents are unable to agree on solutions. The Coparenting Consultant is authorized to provide reports and recommendations to the Court, however these recommendations may not include recommendations regarding possession or access to the child. Coparenting consultation does not involve adult's property, finances, or other issues that do not directly involve coparenting.

Mr. Craig's process involves the parents meeting together with Mr. Craig in joint sessions.

#### <u>Intake</u>

In order to begin services with families, the following must be on file for each adult:

- a fully completed intake form
- a copy of the court order

- a non-modified signed copy of this advisement form with the parent's initials on each page
- A fully completed coparenting consultation questionnaire from each parent
- A consent for release for each attorney of record

Assuming the Coparenting Consultant agrees to accept the referral, additional information may be required depending on the order of the Court.

After a case has been accepted for services, parents or their lawyers may then provide any pertinent reports in electronic format via fax or e-mail. These may include additional intake information, affidavit material, records regarding either parent, records regarding the children, correspondence, reports, prior assessments, etc. These may be reviewed by the Coparenting Consultant prior to setting meetings and charged to the parties.

# <u>Meetings</u>

Depending on the specific role establish in the order of the court, the Coparenting Consultant may have joint sessions with the parents, individual sessions with one or both parents, sessions involving other relevant family members, meetings with the children, or consultation with other family service providers. Occasionally, meetings may take place with other professionals such as the attorneys, school staff, counselors, or other professionals or paraprofessionals.

During meetings with the parents or other relatives, the Coparenting Consultant may provide education about coparenting, communication, and child development. The Coparenting Consultant may provide training for the parents on how to better communicate with each other and their children, and may refer the parents to other professionals for additional services. No electronic/tape recordings will be made during meetings with the Coparenting Consultant without the consent of all parties. After each meeting a session summary is provided to the parents generally within one to two business weekdays after the session. Parents are to review the session summary and, if any corrections are needed, respond to the Coparenting Consultant at no cost within 48 hours of receipt if changes need to be made or the summary stands as the coparenting plan of action. Parents are encouraged to submit each summary to their attorney.

# Telephone Contact

All telephone contact initiated by the parents to the Coparenting Consultant or staff/contractors of the coparenting consultation process will be limited to a call if a parent is running late for session or last minute is unable to attend a session. All other calls to the Coparenting Consultant by a parent or their family will not be returned and messages left will incur the charges of transcription detailed under parental financial obligations. Communications outside scheduled sessions occur in writing via ourfamilywizard.com, email, fax, scan, or mail.

# **Confidentiality**

By the way of a release, all therapists, attorneys, ad litems, visitation supervisors, physicians, child care providers, educators, and significant others involved, and previous or current evaluators are authorized to disclose information directly to the Coparenting Consultant. In

turn, the Coparenting Consultant is authorized to discuss significant information with these individuals or service providers in order to assist in the process.

No electronic/tape recordings will be made during meetings with the Coparenting Consultant without the consent of all parties.

The Coparenting Consultant is **required to report** certain matters, such as incidents of **child abuse or threats of physical violence.** Confidentiality does not extend to these matters.

#### **Emergencies**

Coparenting consultation is not an emergency service. If an emergency occurs during the time families are receiving Coparenting consultation services the parents are to call 911 or other crisis intervention services.

## **Disruption**

While every precaution short of physical intervention will be taken to ensure the safety of participants a guaranty that no harm will occur during sessions is neither stated nor implied. Special arrangements may be made to allow for increased security, such as changing arrival times if there is a Protective Order in place and a request by either parent.

#### Professional Practice Statements

Bradley S. Craig, LMSW-IPR, CFLE is a licensed social worker. The Texas Behavioral Health Executive Council investigates and prosecutes professional misconduct committed by marriage and family therapists, professional counselors, psychologists, psychological associates, social workers, and licensed specialists in school psychology. Although not every complaint against or dispute with a licensee involves professional misconduct, the Executive Council will provide you with information about how to file a complaint. Texas Behavioral Health Executive Council 333 Guadalupe St., Ste. 3-900

Austin, Texas 78701 Tel. (512) 305-7700 1-800-821-3205 24-hour, toll-free complaint system www.bhec.texas.gov

I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I am in agreement with. I understand that complaints regarding conclusions and recommendations in this process must be directed to the court, as the licensing board handles only complaints regarding violation of licensing rules and regulations.

I understand that in the event of Mr. Craig's death, incapacity, or termination of practice, custody and control of records maintained by Mr. Craig will be turned over to Aaron Robb, M. Ed., NCC, LPC-S, or other individual upon the death or unavailability of Mr. Robb.

#### Process Regarding Complaints

The parents shall direct any disagreements regarding the children to the Coparenting

Consultant before seeking court action, unless a child's safety is jeopardized. Any concerns or complaints regarding the Coparenting Consultant or the coparenting consultation process should be addressed to the Coparenting Consultant in writing.

If either parent is dissatisfied with the performance of the Coparenting Consultant they may request that the court terminate services or appoint another professional.

## Termination of Services

The Coparenting Consultant reserves the right to suspend services or withdraw from the role as Coparenting Consultant should he feel that effective change is no longer occurring. The parents and their respective attorneys will be given notice of the decision to withdraw.

## Parental Financial Obligations

The rate for coparenting consultation services is \$150.00 per hour rounded up to the nearest 15 minute increment. This includes all services of the Coparenting Consultant including reviewing documentation, records management, meetings, correspondences, phone contact, e-mail, court time, legal expenses, consultation with other professionals, deliberation, and issuance of recommendations when parents are unable to resolve issues themselves if authorized by the court.

With the exception of individual sessions or individual training in person or in writing, charges for the service will be equally divided between the parents. Fees for phone calls and written communications specific to that parent will be billed to the parent who initiates the call or necessitates the written communication from the Coparenting Consultant. This applies unless the Coparenting Consultant is provided with a copy of a current order that states otherwise, or if the Coparenting Consultant determines that one of the parties is disproportionately utilizing service time, in which case the party disproportionately utilizing service time will be billed based on time used. This determination is solely at the Coparenting Consultant's discretion.

Payments for sessions may be made with cash, check, or money order and are expected to be paid at the end of each session or the day of receipt of an invoice. Checks should be made out to Between Two Homes, LLC. There is a \$35 returned check fee per returned check.

If either parent must cancel a session, it must be done within 48 weekday business hours of the scheduled appointment. Arriving after 15 minutes of the scheduled meeting beginning time will be considered a cancellation. If cancellation is not done within 48 weekday business hours of the scheduled session, the entire appointment fee will be charged to the canceling party. Payment for the canceled session is to be made upon receipt of invoice. Payment for the canceled session fee for the duration the session was late, or did not attend and will be for the entire session fee for the duration the session will be charged to that parent leaves a session early the remainder of the time for that session will be charged to that parent. If the judge's order to participate in the services stipulates that only one parent be financially responsible and the other parent cancels without the 48 weekday business hours of the scheduled appointment notice, the canceling parent is still responsible for that charge.

Business hours are defined as weekday business, non-holiday hours, Monday through Friday, 9:00 a.m. to 5:00 p.m.

**Other costs:** Each of the parties will be responsible for any fees for production of third party records or other information related to services. Costs for copying of records by the Coparenting Consultant and other administrative costs will be deducted from the retainer. Copies of records produced by Mr. Craig, time in administrative tasks, including correspondence to parties, attorneys, or reports to the court, are billed at the standard hourly fee.

# Children in the Middle Co-parenting Class

Completion of both parts of the Children in the Middle live class or the Between Two Homes<sup>™</sup>:Making Two Homes Work online class <u>within the past six months is required prior</u> <u>to the session</u>. Parties are required to fax or scan their certificate of completion to the Coparenting Consultant not later than 9 a.m. the weekday before the initial scheduled appointment. Failure to complete the class within the past six months prior to the meeting will terminate the initial appointment and any parent not completing the course prior to this date will be charged the entire appointment fee.

## Summary

I understand and acknowledge that the Coparenting Consultant is not providing, nor am I requesting, therapy, counseling, or any form of treatment. Should these or other service needs be indicated during the course of services appropriate recommendations will be made. I understand that the Coparenting Consultant is not providing mediation or parenting coordination. I understand non-confidential coparent consultation is considered a pre-parenting facilitation service which does not include the duty to monitor the parties' compliance with court orders, however the court or parties via agreement may transition services to parenting facilitation. I understand that Mr. Craig is not an attorney and that if I have any questions regarding legal matters I should consult with an attorney. I understand I am advised to consult with attorneys in order to be properly counseled about my legal interests, rights and responsibilities.

I understand that the services provided to me by Mr. Craig may not be covered by insurance as coparenting consultation is for legal, not treatment purposes. I understand Mr. Craig will not provide me with a specific diagnosis or billing code, nor complete insurance reimbursement paperwork.

I have been informed and I understand that any communications or statements by me or the children will NOT be privileged or confidential and that:

- The Coparenting Consultant may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The Coparenting Consultant is required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are

provided to the attorneys of record and clients who represent themselves at the time the report is filed with the court.

- All information provided to the Coparenting Consultant will become part of the Coparenting Consultant records and is available for review by the attorneys of record and clients who represent themselves.
- The Coparenting Consultant may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information directly related to the best interest of the children in question.
- The Coparenting Consultant may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

I understand that the Coparenting Consultant cannot change the legal custody status of our child(ren). I understand that the Coparenting Consultant has full discretion regarding program implementation as outlined in this document.

I understand that I am to address concerns/questions about the coparenting consultation process with the Coparenting Consultant first. If concerns continue I will consult with my attorney and if still not resolved, with the court. I also understand Coparenting Consultants are governed by their licensing board and I have reviewed the section entitled <u>Professional</u> <u>Practice Statements</u> of this document.

I understand that although I may be providing payment to the Coparenting Consultant the Coparenting Consultant is working for the court and the recommendations made by the Coparenting Consultant may or may not favor my position or be something that I am in agreement with.

I understand payment for services are due at the end of each session or on the day of receipt of an invoice. If I do not make payment at the end of each session or upon receipt of an invoice, notice may be provided to the court, services may be suspended, and I will be charged for all attempts to seek compensation including written notices and legal fees incurred.

I understand that if my attorney or I request a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig there will be an additional fee of \$250.00 per hour, with a minimum charge and deposit of three hours (\$750.00) per day. If the court or both attorneys request a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig, these fees are split unless otherwise addressed in the order. Once the deposit is received the Coparenting Consultant will block of the time to appear. Please note: if an appearance request and the deposit is received without a minimum of one week notice the nonrefundable deposit is due immediately and there will be an additional \$250.00 express charge (\$1000.00). Failure to provide the nonrefundable deposit or at least 48 weekday business hour (Monday through Friday, excluding holidays) notice as specified constitutes release from the requested appearance. Deposits are nonrefundable unless cancelation of the appearance request is received by the requesting individual or attorney not less than 10 business workdays in advance.

I understand that my participation with a Coparenting Consultant can be instrumental reducing the conflict between co-parents. I agree to maintain a serious committal to the program by abiding by the guidelines and requirements of the program as noted herein. I agree to follow guidelines such as e-mail guidelines and to complete homework as assigned by the deadlines specified. Further, I agree to maintain scheduled appointments and will not interfere in the process by refusing to attend sessions, arriving late for sessions, or frequently rescheduling appointments.

I understand Coparenting consultation is an attempt to coordinate and implement a coparenting plan that addresses current and future issues related to raising children between two homes. Further, I understand Coparenting consultation does not involve adult's property, finances, or other issues that do not directly involve co-parenting.

I understand that the Coparenting Consultant's office and office location(s) are designed to be a safe haven for facilitating coparenting. As such, I understand that Pursuant to Section 30.06, Penal Code (trespass by a license holder with a concealed handgun) and Section 30.07 Penal Code (trespass by a license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter the office or office location(s) of the Coparenting Consultant with a concealed or openly carried handgun. Further, I understand that I or my agents will serve no subpoenas, citation, writs, or other process at or near the location of any coparenting consultation session on any person entering, leaving, or attending any coparenting consultation session.

I understand by signing this I am allowing free and open disclosure between the Coparenting Consultant and each parent, children, lawyers, teachers, Courts or other parties as deemed necessary at the full discretion of the Coparenting Consultant.

I understand I may not engage the Coparenting Consultant in conversation outside of scheduled sessions unless specifically addressing scheduling issues related to Coparenting consultation appointments, or otherwise instructed by the Coparenting Consultant.

I understand Mr. Craig's process involves the parents meeting together with Mr. Craig in joint sessions.

I understand copies of all correspondence from either parent to the Coparenting Consultant must be mailed, emailed, posted on ourfamilywizard.com, or faxed to the other parent on the same date the information is submitted to the Coparenting Consultant, with "cc:" noted on the correspondence, unless otherwise specifically addressed per correspondence by the Coparenting Consultant.

I understand telephone calls to the Coparenting Consultant shall be conducted only during weekdays and the regular business office hours of the Coparenting Consultant. These calls are in regards only to scheduling issues, and other issues need to be addressed in writing. I understand that messages left for the Coparenting Consultant may take up to 24 weekday business hours to return, and I will not call more than once per 24 hour period unless I am calling to cancel a previous request for a return call. I understand if an emergency arises, I am to call 911, child protective services, or a crisis hotline.

I understand I am to notify the Coparenting Consultant in writing within 48 hours of any changes in my contact information, legal representation, residency, relationship status, parenting time, my ability to access communications, or occupants of my home.

I understand that we may make joint parenting decisions in our child(ren)'s best interests at any time without the Coparenting Consultant's assistance. I will notice the Coparenting Consultant of any agreements reached with the other parent outside of the Coparenting consultation process.

I the undersigned and with regard to my children, agree to retain Bradley Craig as a Coparenting Consultant for service and conditions as described above.

My signature reflects that I will abide by <u>all</u> conditions and expectations outlined in this document.

# Do not sign this form unless you have initialed each page and read and understood it.

Signed this day of	,	20
Client Signature:		_
Printed Name:		
Witness Signature:	Date:	
Printed Name:		