

Parenting Facilitation Advisement Form

Cause Number: _____

Children's Names:

I, the undersigned client, acknowledge that the court has designated Bradley S. Craig, LMSW-IPR, CFLE, Client Services Director of Between Two Homes, LLC, to deliver parenting facilitation services related to the litigation concerning the aforementioned children. I recognize that the parenting facilitator acts as an extension of the court's authority. Additionally, I understand that the parenting facilitator and communications coach possess complete discretion in executing the program as detailed in this document.

Philosophy of Services

Parenting facilitation services focus on reducing parental conflict to enhance the children's emotional functioning and facilitate shared parenting. A parenting facilitator is a neutral person to whom parents can turn when in dispute on matters relating to children. The parenting facilitator will examine a case and follow the orders of the court to assist the parents with compliance of the orders. The parenting facilitator may also assist the parents in enhancing their coparenting relationship.

Mr. Craig's parenting facilitation process uses an education-based model utilizing Bradley S. Craig, LMSW-IPR, CFLE serving as the parenting facilitator and Cecilia Powers, LCSW-S serving as the communications coach. The communication coach will attend sessions with the parents and provide additional support. The communication coach monitors communications, assists during meetings, implements and reviews homework, may lead meetings, may have individual communication coaching sessions, and may manage cases when the parenting facilitator is not available.

Parenting facilitation aims to organize and execute a coparenting strategy that tackles both present and future challenges of raising children between two households. The parenting facilitator's primary function is to assist parents in resolving their disputes concerning parenting matters eventually independently. If permitted by a court order, the facilitator may also provide suggestions (excluding those pertaining to custody, possession, or access) when parents struggle to agree on solutions. It is important to note that parenting facilitation does not encompass issues related to adults' property, finances, or other matters unrelated to coparenting.

Mr. Craig's process involves the parents meeting together virtually with Mr. Craig and Ms. Powers in joint sessions.

<u>Intake</u>

In order to begin services with families, a copy of the Order, a copy of all additional current orders related to coparenting and the children, and the following must be on file for each adult:

- 1. a fully completed data form including fax or e-mail addresses for professionals
- 2. a fully completed intake form
- 3. attorney release form with all attorneys of record listed
- 4. mental health professional release form
- 5. medical release form
- 6. a consent for teleservices
- 7. a non-modified signed copy of this advisement form with my initials on each page
- 8. a \$1000.00 retainer

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

Basic Service Arrangements

Initiating services: After a case has been accepted for services parents or their lawyers must then provide any unaltered 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 parenting facilitator and communications coach prior to setting meetings and are charged to the parties.

Meetings: Meeting hours are set from Monday to Friday, 9 a.m. to 5 p.m. Most meetings will include both parents. Depending on the court's order, the parenting facilitator and communications coach may conduct joint sessions with the parents, individual sessions with one or both parents, and meetings that involve other family members or the children. Additionally, consultations with other family service providers and home visits may be necessary. Occasionally, meetings may also involve other professionals such as attorneys, school staff, or counselors. Typically, meetings are scheduled biweekly during the initial service period, aiming to gradually reduce the family's reliance on these services.

The parenting facilitator and communications coach are permitted to conduct private interviews with the child(ren) to identify their needs regarding relevant issues unless a court order states otherwise. During these interviews, the parenting facilitator and communications coach will not promote a choice between parents but may help the child recognize their experience of living in two homes and access input from the child.

In sessions with parents or other parties, the parenting facilitator and communications coach may offer insights on coparenting, effective communication, and child development. Additionally, the facilitator can provide training to enhance communication and negotiation skills among parents and may refer them to other professionals for further assistance.

Following each meeting, a summary of the session will be shared with the parents within one to two business days. Parents are expected to review this summary and communicate any necessary corrections to the parenting facilitator at no charge within 48 hours of its posting in Our Family Wizard. If no amendments are made, the summary will be considered the agreed-upon coparenting plan. Parents are

also encouraged to share each summary with their attorney.

Between Meetings: The parenting facilitator and/or communication coach will assess communication between parents via ourfamilywizard.com at no charge between live or virtual meetings. However, parents will incur fees if the parenting facilitator or communications coach is responsible for responding to either parent for not adhering to <u>guidelines for e-mail communication</u> or <u>rules for coparenting</u>, or for any other services outlined in the order appointing the parenting facilitator.

Parents are required to complete assigned homework by specified deadlines between sessions, which will then be reviewed by the parenting facilitator and/or communication coach for further follow-up.

Making Two Homes Work Coparenting Class: Completion of the Between Two Homes[®]: Making Two Homes Work online course within the last six months is mandatory before attending the session. Participants must submit their certificate of completion to the parenting facilitator via fax or email no later than 48 business hours (Monday to Friday) prior to the scheduled initial appointment. For instance, if the appointment is set for Friday at noon, the certificate is due by Thursday at noon. Failure to complete the course within the specified timeframe or to provide the certificate within the 48-hour window will result in the cancellation of the initial appointment, and any parent who has not completed the course will incur the full appointment fee of \$750.

https://betweentwohomes.com/making-two-homes-work

Ourfamilywizard.com: Parents must register for the Our Family Wizard program and are obligated to communicate with one another exclusively through this platform unless otherwise addressed in their Orders. There is no financial relationship between Between Two Homes[®], LLC. or its staff and the Our Family Wizard company. Any communication from the parenting facilitator via Our Family Wizard to one or both parents is regarded as part of the parenting facilitation sessions, and individual feedback may be offered in a manner akin to that provided during separate appointments with each parent.

Upon receipt of the initial appointment notice, the parents are required to set up an Our Family Wizard account if they have not done so already: <u>https://www.ourfamilywizard.com/</u>

After enrolling, parents are to set up professional access for the parenting facilitator and communications coach by going to the following link for instructions: <u>https://www.ourfamilywizard.com/knowledge-center/tips-tricks/parents-website/link-to-practitioner</u>

The requested information for access to the parenting facilitator's professional access is: Bradley Craig <u>brad@childreninthemiddle.com</u>

The requested information for access to the communication coach's professional access is: Cecilia Powers <u>cecilia@childreninthemiddle.com</u>

Additional Information

Contacting the Parenting Facilitator: The parenting facilitator and communication coach will not engage in phone communication with parents. Any calls made to the facilitator by a parent or their associates will not be returned, and any messages left will result in transcription charges to the parent as

outlined in their financial obligations. Parents should initiate communication with the facilitator through Our Family Wizard once the facilitator has accepted the case, and via email to <u>brad@childreninthemiddle.com</u> prior to case acceptance. All information must be submitted to the facilitator via fax or in digital format via e-mail or through Our Family Wizard. After the appointment is accepted, parents should refrain from e-mailing the facilitator unless specifically requested. The facilitator may respond in writing as appropriate, which may include scheduling further appointments with one or both parents before providing detailed feedback.

As addressed in most orders appoint the parenting facilitator, parents must refer any disputes concerning the children to the parenting facilitator prior to pursuing legal action, except in cases where a child's safety is at risk. Any issues or grievances related to the parenting facilitator or the facilitation process should be submitted in writing to the parenting facilitator.

Confidentiality: By the way of a release, all mental health professionals, judicial staff, attorneys, ad litems, visitation supervisors, medical professionals, childcare providers, educators, daycare providers, and significant others involved, and previous or current custody evaluators are authorized to disclose information directly to the parenting facilitator. In turn, the parenting facilitator is authorized to discuss significant information with these individuals or service providers in order to assist in the process.

The parenting facilitator is **required to report** certain matters, such as incidents of **child abuse or threats of physical violence or self-harm.** Confidentiality does not extend to these matters.

Emergencies: Parenting facilitation is not an emergency service. If an emergency occurs during the time families are receiving services, the parents are to call 911 or other crisis intervention services.

Disruption: Parenting facilitation may be initiated where there have been allegations (confirmed or otherwise) of violence or threats of violence. Most, if not all, meetings will take place virtually. However, if an in-person session occurs, while appropriate precautions will be taken to ensure the safety of participants, a guaranty that no harm will occur 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 Practices and Notice to Clients: Bradley S. Craig, LMSW-IPR, CFLE is a licensed social worker. Cecilia Powers, LCSW-S is a licensed clinical social worker–supervisor. 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. Please call 1-800-821-3205 for more information.

Texas Behavioral Health Executive Council 333 Guadalupe St., Ste. 3-900 Austin, Texas 78701 www.bhec.texas.gov

By my initials below, I understand and acknowledge that the outcome of this process may or may not favor my position or be something that I agree 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 violations of licensing rules and regulations.

In the event of Mr. Craig's death, incapacity, or termination of practice, custody and control of records maintained by Between Two Homes®, LLC. will be turned over to Dr. Aaron Robb or Cecilia Powers, LCSW-S or, in the event of Dr. Robb's and Ms. Power's death, incapacity, or termination of practice, other successors as selected by the program director.

Termination of Services: In situations where input from the judge or further orders are required, the parenting facilitator may pause services until the court provides additional guidance or via a revised order. The parenting facilitator is empowered to withdraw if the parenting facilitator assesses that significant progress has ceased. This decision will be communicated to both parents and their legal representatives. Upon request, referrals to qualified professionals who can assume the role of parenting facilitator will be made available to each parent. Additionally, the court retains the authority to terminate services, and both parents have the option to mutually agree to end services in writing.

Parental Financial Obligations

Financial Understanding: By my initials below, I understand that although I may be providing payment to the parenting facilitator, the parenting facilitator is working for the court, and the recommendations made by the parenting facilitator may or may not favor my position or be something that I am in agreement with. I understand I am responsible for any and all fees incurred by the parenting facilitator in relation to this case, and any and all time spent working on this case by the parenting facilitator.

Fees: Fees for parenting facilitation are \$250.00 per hour, calculated in 15-minute increments. This includes all services of the parenting facilitator and/or communication coach including reviewing documentation, records management, meetings, correspondences, phone contact, email, legal expenses, consultation with other family service providers, issuance of recommendations when parents are unable to resolve issues themselves if authorized by the court, travel, and any other time spent working on the case.

With the exception of the initial retainer, payments for services must be made via credit card, PayPal, or other P2P payment apps and must be paid on the day the invoice is posted in Our Family Wizard.

Cancellations: If a parent needs to cancel a session, they must submit a written notice in OFW at least 48 business hours prior to the scheduled appointment. Business hours are defined as Monday through Friday, excluding federal holidays. For instance, if an appointment is set for Friday at noon, the cancellation notice must be received by Wednesday at noon. Conversely, if the appointment is on Monday at noon, the notice is due by Thursday at noon. Arriving more than 15 minutes late, whether in person or virtually, will be treated as a cancellation. If a parent leaves a session early, the remainder of the time for that session will be charged to that parent.

Cancellations made with insufficient notice will result in the cancelling party being charged the full fee for the scheduled session, with payment due upon receipt of the invoice in Our Family Wizard.

If the Order to participate in parenting facilitation 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.

Retainer: An initial retainer equal to 4 hours of service (\$1000.00) is due in advance from each of the parties. If one party is ordered to pay for all costs of services, that parent will also need to pay both retainers. Payment may be made by check or money order made payable to "Between Two Homes". No electronic payments are accepted for the initial retainer. Services may be charged against the retainer provided that the parties continue to maintain a retainer of \$600.00 when billed. If a party is late in replenishing the retainer services may be suspended until such time as the retainer is replenished or pending further instructions from the court. Should the services be terminated, if there is a remaining retainer on account for the case refunds will only be issued on request and then only up to the amount of retainer on account. Requests must occur within 60 days of closing the case file. Should one side fail to provide full payment issues of reimbursement may have to be addressed to the court.

Other costs: Each of the parties is responsible for any fees for the production of third-party records or other information related to services. Costs for copying records by the parenting facilitator and other administrative costs will be deducted from the retainer. Copies of records produced by Between Two Homes[®] are billed at the same fee as charged by the Dallas County District Clerk's office. Time in administrative tasks, including correspondence to parties, attorneys, or reports to the court, is billed at the parenting facilitator's standard hourly fee. Returned checks will be charged the maximum fee allowable under law.

Billing: Except for individual sessions, charges for services will generally be divided equally between the parents unless otherwise specifically ordered by the court. If the order to participate in parenting facilitation stipulates that only one parent is financially responsible and the other parent cancels without 48-hour notice the fee will be deducted from the retainer on file, although the canceling parent is responsible for reimbursing that charge to the other parent.

There may also be times when, like individual sessions, the parenting facilitator deems it appropriate to charge only one parent a particular fee, such as when one of the parties is disproportionately utilizing service time. This determination is solely at the parenting facilitator's discretion.

Formal appearances: I understand that if I or my attorney requests a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig the PF or Ms. Powers the CC there will be a minimum charge and deposit of eight hours at \$250.00 per hour (\$2000.00) per day for live attendance or a deposit of four hours at \$250.00 per hour (\$1000.00) for virtual attendance per professional requested. If the court or both attorneys request a court appearance, deposition, or participation in any type of settlement conference by Mr. Craig or Ms. Powers, these fees are split unless otherwise addressed in the order. Once the deposit is received Mr. Craig or Ms. Powers and/or the communications coach will block the time to appear. Such fees are due at least one week (7 business days) before the scheduled appearance and are nonrefundable within a week (7 business days) of the scheduled appearance as we must clear our schedule whether the hearing occurs or not. Please note: if an appearance request and the deposit is received without a minimum of 7 but not less than 3 business days, the nonrefundable deposit is due immediately and there will be an additional \$250.00 express charge (\$2250.00) for live attendance or (\$1250.00) for virtual attendance per professional. Such fees are nonrefundable within a week (7 weekday business hours) of the scheduled appearance as Mr. Craig or Ms. Powers must clear either or both of their schedules whether the hearing occurs or not. I hereby agree that failure to provide the nonrefundable deposit at least three weekday business days Monday through Friday excluding holidays, constitutes release from the requested appearance.

Other Terms of Service

Services not provided: I understand and acknowledge that neither the parenting facilitator nor the communications coach is 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 parenting facilitator is not providing mediation or parenting coordination, although the parties may reach an agreement regarding this dispute which may then be drafted into enforceable documents by their attorneys. I understand that the parenting facilitator 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 to be properly counseled about my legal interests, rights, and responsibilities.

Insurance coverage: I understand that the services provided to me by the parenting facilitator may not be covered by insurance as parenting facilitation is for legal, not treatment purposes. I understand the parenting facilitator will not provide me with a specific diagnosis or billing code, nor complete insurance reimbursement paperwork.

Communications: 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 parenting facilitator and communications coach may be required to testify in open court during litigation. Any information provided to the court may become public record.
- The parenting facilitator and communications coach may be 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 parenting facilitator and communications coach will become part of the parenting facilitator's records and is available for review by the attorneys of record and clients who represent themselves.
- The parenting facilitator and communications coach 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 parenting facilitator and communications coach 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.

Understandings:

I understand that the parenting facilitator cannot change the legal custody status of our child(ren). I understand that the parenting facilitator and communications coach have full discretion regarding program implementation as outlined in this document.

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

I understand I am responsible for any and all fees incurred by the parenting facilitator and communications coach in relation to this case, and any and all work done by the parenting facilitator and communications coach in relation to this case. 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 my participation with a parenting facilitator can be instrumental in reducing the conflict between coparents. I agree to maintain a serious commitment 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 parenting facilitation 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 parenting facilitation does not involve adult's property, finances, or other issues that do not directly involve coparenting.

I understand that I or my agents will serve no subpoenas, citations, writs, or other processes at or near the location of any parenting facilitation session on any person entering, leaving, or attending any parenting facilitation session.

I agree that no electronic/tape recordings will be made during meetings with the parenting facilitator and communications coach without the consent of all parties.

I understand by signing this I am authorizing all mental health professionals, judicial staff, attorneys, visitation supervisors, medical professionals, childcare providers, educators, daycare providers, and significant others involved, and previous or current custody evaluators to disclose information directly to the parenting facilitator and communications coach. In turn, the parenting facilitator and communications coach is authorized to discuss significant information with these individuals or service providers to assist in the process.

I understand I am to notify the parenting facilitator in writing within 48 hours of any changes in my contact information, legal representation, residency, relationship status, parenting time, ability to access communications, occupants of my home, the involvement of any and all mental health professionals involved with myself or my children, the involvement of any and all educational or family coaches involved with myself or my children, any changes in medication for myself or my children, or any other changes to the information provided in my personal data form. Notification includes full address and full contact information for professional individuals.

I understand copies of all correspondence from either parent to the parenting facilitator and

communications coach must e-mailed, posted on ourfamilywizard.com, or faxed to the other parent on the same date and time as the information is submitted to the parenting facilitator and communications coach unless otherwise specifically addressed per correspondence by the parenting facilitator or communications coach.

I have reviewed both the "Privacy and other government-required notifications" and "Business Relationships" notices and disclosures located at <u>https://childreninthemiddle.com/notices-and-disclosures</u>.

I, the undersigned and regarding my children, agree to retain Bradley Craig as a parenting facilitator for service and conditions as described above.

Willingness to Act in Good Faith

I understand that engaging with a parenting facilitator can significantly help in minimizing conflicts between coparents. I commit to fully participating in the program by adhering to its established guidelines and requirements. Additionally, I will ensure that I attend all scheduled appointments and will not disrupt the process by canceling or frequently rescheduling sessions.

By signing this document, I consent to allow open communication between the parenting facilitator and communications coach and all relevant parties, including each parent, children, legal representatives, educators, and the courts, as deemed appropriate by the facilitator.

I will strive to resolve any disagreements with the other parent whenever feasible. If specified in a Court Order or a prior written agreement, I authorize the parenting facilitator and communications coach to provide recommendations when we cannot reach an agreement on coparenting matters. These recommendations will align with existing Court Orders, which may require compliance with the facilitator's suggestions.

I understand that we can make joint decisions regarding our children's welfare independently of the parenting facilitator and communications coach whenever necessary. I will inform the facilitator in writing on ourfamilywizard.com of any agreements made with the other parent outside of the facilitator's involvement.

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

Do not sign this advisement 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:		
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