

COURT ORDERED PARENTING FACILITATION ADVISEMENT FORM

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Parenting Facilitation services focus on reducing parental conflict in order 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 the children. This process is an attempt to coordinate and implement a co-parenting plan that addresses current and future issues related to raising children between two homes.

Meetings: Depending on the specific role established in the order of the court, the facilitator may hold joint meetings with both parents, meetings involving other relevant family members, individual meetings, meetings with your children, consultations with other family service providers and may initiate home visits. Unless prohibited by the court order, the facilitator is authorized to interview your children privately in order to ascertain their needs. If a scheduled meeting must be cancelled, it must be done within 24 business hours of the scheduled appointment. It is the cancelling party's responsibility to reschedule the meeting. When the appointment is a joint meeting, the cancelling party will notify all of the participants of the cancellation. If cancellation is not done within 24 business hours of the scheduled meeting, the entire appointment will be charged to the cancelling parent. Payments for the cancelled meeting must be paid prior to the next scheduled visit. Business hours are defined as Monday through Friday, 9:00am – 5:00pm.

Confidentiality: The Parenting Facilitator (PF) may be required to testify in open court in the course of litigation, and any information provided to the court may become public record. Therefore, any information, communication or statements made by anyone in the course of parent facilitation are *not considered confidential*. The PF 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. The PF 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 child(ren) in question. The PF may also 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.

Financial Obligation: Fees for parenting facilitation are **\$100 per hour**, rounded to the nearest 15-minute increment. This includes all services of the parenting facilitator including reviewing documentation, meetings with parents, children and other family members, correspondences, phone contact, email monitoring, responses to subpoenas, consultation with other family service providers and any other time spent working on the case. A **\$250 deposit**, equal to 2.5 hours of service, is due in advance from each parent prior to beginning any court ordered services. If one parent is ordered to pay for all costs of service the initial deposit is **\$500**. Payments may be made by check, cash or credit card. Services will be charged against the initial deposit and subsequently billed at the hourly rate once the deposit is exhausted. The amount charged for services will be equally divided (with the exception of individual meetings) unless the PF is provided with a certified copy of the divorce decree or court order that states otherwise. If the judge's order to participate in parenting facilitation stipulates that only one parent is financially responsible and either parent cancels without 24 hours notice, the cancelling parent is responsible for that charge. Phone calls will be billed to the parent who initiates the call unless otherwise directed in the order. Appointments with children will be equally shared between parents unless otherwise stated in a court order. Health Insurance **CANNOT** be billed for any court ordered services. Missed appointments, late notice of cancellation fees and telephone charges will be billed. Payment is due upon receipt of your invoice, and must be paid prior to the next scheduled appointment.

Additional Information

- Telephone calls to the PF shall be conducted only during weekdays between 9am and 5pm. I understand that messages may take up to 24 business hours to be returned. All telephone contact initiated by either parent will be limited to scheduling appointments unless otherwise previously arranged with the PF. Telephone calls initiated by either parent will be returned at the discretion of the PF. Charges for telephone

Initials _____

calls will be charged by the half hour for anything over 10 minutes and for the full hourly rate for anything over 30 minutes up to the hour.

- All other communication initiated from the parents to the parenting facilitator should be done in writing. The parenting facilitator may respond in writing or by telephone as deemed appropriate by the PF. Responses may include scheduling additional appointments with one or both parents before providing specific feedback.
- No subpoenas, citation, writs or other process shall be served at or near the location of any appointments or meetings, upon any person entering, leaving or attending any family therapy or parenting coordination.
- I understand that if my attorney or I request a court appearance, deposition, or participation in any type of settlement conference by Christy Mellen, I will be responsible for the additional fees. The fee is \$100 per hour rounded up to the hour, including travel time. There is a minimum charge of four hours. A deposit of \$400 for the PF's time is required at least 1 week in advance. If the PF is notified within 48 hours that the proceedings are cancelled, the deposit will be refunded; otherwise, the minimum 4-hour fee will be charged.
- My PF does not offer legal advice or offer legal counsel, and I am advised to consult with my attorney in order to properly be counseled about my legal interests, rights and responsibilities.
- I am to notify my PF in writing within 24 hours of any changes in my contact information, legal representation, residency or occupants of my home.
- I will direct any disagreements regarding the children to the parenting facilitator before seeking court action, unless my child's safety is jeopardized. Parenting facilitation is NOT an emergency service. If an emergency occurs, parents should call -911 or other crisis intervention services.
- My child(ren)'s other parent and I may make a joint decision in our children's best interest at any time without our PF's assistance. I will notify our PF of any significant agreements reached with my child's other parent outside of our parenting facilitation process.
- Parenting Facilitation requires open and honest communication in order to succeed. Therefore, all written and oral communication occurring during these meetings are privileged, and no electronic or tape recordings will be made during these meetings or telephone sessions.
- Sessions or meetings will not be held in the presence of either parent's attorney.

WILLINGNESS TO ACT IN GOOD FAITH

Initial each statement

_____ I understand that my participation with a parenting facilitator can be instrumental in reducing the conflict between co-parents. I agree to maintain a serious commitment to the program by abiding by the guidelines and requirements of the program as noted herein. Further, I agree to maintain scheduled appointments and will not interfere in the process by refusing to attend sessions or frequently rescheduling appointments.

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

I, the undersigned client, understand that I have agreed to or the court has ordered my participation in parenting facilitation in regards to litigation. I understand that the appointed parenting facilitator Christy Mellen, MEd, LPC is serving as an extension of the court. I further understand that the parenting facilitator has full discretion regarding program implementation as outlined in this document.

Signed this _____ day of _____, 20_____.

Printed Name

Signature

**PLEASE READ THE AGREEMENT FULLY AND INITIAL EACH PAGE BEFORE
RETURNING THE DOCUMENT VIA EMAIL or FAX 409.899.4606**

Initials _____