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PARENTING COORDINATOR/DECISION MAKER AGREEMENT¹

I. PARENTING COORDINATION

I, _____ [Parent Name] hereby agree with the court order that William G. Austin, Ph.D. will function as our Parenting Coordinator pursuant to Colorado Revised Statutes (C.R.S.) §14-10-128.1

These services are ordered by the District Court of _____ County, dated _____. The order of appointment of the Parenting Coordinator in this case ends on _____ [date].

- A. Description of Services and Functions:** A parenting coordinator (PC) under C.R.S. § 14-10-128.1 assists parents (or guardians) to resolve their differences regarding the children and their care in a manner that will be in the best interests of the children. The PC works with parents to improve communication related to parental responsibility. The PC helps the parents implement and maintain their court-ordered parenting plan. The PC attempts to minimize conflict that could harm the children, maximizes the parents' strengths as parents and strives to foster cooperation and mutual respect between the parents, and between the PC

¹ Dr. Austin would like to thank Betsy Barbour Duvall, LCSW and Bill Fyfe, Ed.D. for allowing him to use portions of their PC/DM agreement forms.

and the parents. The PC assesses the situation and issues through interviews; reviewing Parental Responsibility Evaluation or Child and Family Investigator reports, if one is available; reviewing other documents or records as needed; and reviewing e-mails between the parties. The PC may educate the parents about relevant research to consider on an issue and how to foster nurturing environments for the children. The PC may also facilitate negotiations between the parents, coach each parent on strategies to deal with the other parent or children, and may refer the parents or children to other resources or professionals, such as therapists.

- B. Resolving Conflict and Settling Issues:** When conflict arises, the PC will make an effort to reach a negotiated settlement with the parents. Clarifications or alterations of the parenting plan will be duly recorded by the PC and signed and dated by each parent in a memorandum of understanding (MOU). It is the parents' responsibility to file any changes to their parenting plan with the court.
- C. Facilitation and Education, not Mediation, Counseling, or Therapy:** The PC process is designed to facilitate settlement of issues. It is understood that Dr. Austin is not serving as a mediator. The PC usually will coach the parents on the need to be supportive of the other parent-child relationships. If a parent has concerns about the quality or competency of the other parent's parenting behaviors, then this issue will be addressed. If there are issues concerning assertions or allegations of harm to the child, then this will be addressed. It is understood that while there will be encouragement to resolve issues and to work towards establishing a cooperative co-parenting relationship, Dr. Austin will not be providing mental health counseling, therapy, or treatment.
- D. Parental Gatekeeping:** Dr. Austin's approach to PC work is based on his writings, workshops, and publications on parental gatekeeping with the goal of facilitating cooperative co-parenting attitudes and behaviors by the parents. The parents will be educated about Dr. Austin's gatekeeping forensic model as a guide

for identifying problematic, unhelpful behaviors and why it is important for the parents not to expose the children to parental conflict. A goal of the PC process will be to help the parents to learn to identify restrictive gatekeeping and gate-closing behaviors and how facilitative gatekeeping and gate-opening behaviors will be in the children's best interests. The PC process will be a success if issues can be resolved so there are win-win-win outcomes for the parents and children.

- E. The Court Order:** Dr. Austin is appointed as a PC by the District Court. The parents may elect, or the court may appoint, a PC to perform the functions defined above without decision-making powers. The PC requires a copy of the order appointing him as the PC prior to commencing services. The PC cannot serve without a court order. The PC cannot be subpoenaed and cannot testify in regards to the status of the case. The PC can only testify and produce records related to fee collection issues.
- F. Interviews and Subsequent Communication:** Each PC case begins with a review of important records or reports and in-person interviews with the parents. If the parents believe a joint interview will be acceptable, then there will be a joint interview. If not, then there will be separate initial interviews. There may be a need for follow-up interviews. The PC may need to interview the children and/or third parties. Subsequent communication usually can be conducted via telephone and e-mail.
- G. Confidentiality:** The Parenting Coordination process is confidential as established in C.R.S. §14-10-128.1. However, information presented and discussed by the parties with the PC/DM in the decision-making process may be discussed in the written decision filed with the Court. Dr. Austin cannot guarantee strict confidentiality of e-mail communication because of the nature of electronic communication on the Internet.

II. Decision-Maker (DM)

A. Decision-Making Process: Consistent with the court's order appointing Dr. Austin as a PC/DM, I hereby appoint William G. Austin, Ph.D. to function as our decision-maker (DM) pursuant to C.R.S. § 14-10-128.3 to make binding decisions for us in areas specified in the court order appointing a decision maker. I understand that Dr. Austin cannot make decisions that lie beyond the scope of the court's order of appointment. I understand that the purpose of decision-making is to settle an issue when the parents are at an impasse on an issue. I understand that the DM cannot make decisions that cause there to be a *substantive change* in the parenting plan, unless the court should agree. I understand that the purpose of the DM function is to *implement* the court's order and parenting plan when the parents are deadlocked on an issue. I understand that if both parents wish Dr. Austin to address an issue as the DM that lies beyond the scope of the PC/DM appointment, then a request can be made to the court for approval of expanding the scope of the appointment and issues that can be addressed. The scope of the PC's decision-making authority is delineated below.

Information gathered from the parents and others sources during this process will be used to assist the PC in making decisions. The DM process may require joint or individual parent consultation, document review, child interviews and/or other consultations.

Dr. Austin may also request specified written information or documents. Each parent must agree to sign all necessary releases and/or make information available in a timely manner to assist the PC in his DM role. There is no "arbitrator type" hearing during this process. Each parent will be given ample opportunity to state his or her position. The PC will maintain an impartial stance and will make decisions based on PC determination of the best interests of the child(ren).

Dr. Austin may request the submission of written statements of position and facts to the DM. Each party should send a copy to the other parent. Either parent may then respond in writing to the other party's statement. Dr. Austin will review the statements and other information and issue a written decision regarding the issue.

The unilateral withdrawal of one parent from this process will not prevent the PC from issuing a decision.

If an issue has been raised prior to the termination of this agreement but is not resolved prior to the ending date, I understand that Dr. Austin will complete the issue regardless of whether the parties renew the contract with him.

I understand that Dr. Austin's decision-making is binding and is effective upon issuance. I shall be bound by the provisions of C.R.S. § 14-10-128.3.

B. Not Arbitrator: We understand that Dr. Austin is serving as a DM and not as an Arbitrator pursuant to C.R.S. § 14-10-128.5 and therefore is not subject to the Uniform Arbitration Act, C.R.S. § 13-22-201.

C. Written Decision:

The PC will issue a written, signed and dated decision once the DM process described above has concluded. Each parent will receive a copy of the decision by U.S. Mail. Each attorney and the court will receive a copy of the decision. The decision is considered binding under C.R.S. 14-10-128.3 and will be submitted to the District Court for confirmation pursuant to C.R.S. 14-10-128.3. A parent has the right to request that the court modify a decision. Requests for a *de novo* review by the District Court and a hearing must be filed within thirty (30) days of the DM.

In addition, I authorize Dr. Austin to write up any agreements that we make during the facilitated negotiation phase and include them in the Decision that shall be filed with the court.

D. Request for correction or modification of Decision: In most cases, Dr. Austin shall provide each party with a preview of the Decision prior to filing it with the Court. I understand that each party then will have an opportunity to make a written request for

correction or modification of the Decision to Dr. Austin, with a copy to the other parent, within (7) days of the receipt of the written Decision. Corrections include misspellings, omissions, or requests for different wording of positions or agreements. We understand that Dr. Austin will only change the substance of a Decision if it was due to erroneous facts.

III. Other Provisions

A. Communication: I understand that the other party should be copied on all written correspondence I send to Dr. Austin, e.g., e-mails, letters, position statement for a Decision. I understand that much of the communication between the parties and Dr. Austin after the initial interviews will be by e-mail and telephone. This will be a cost saving for the parties.

B. Legal Advice: I understand that Dr. Austin is not an attorney and cannot provide legal advice.

C. Need to Report: It is understood that the PC/DM is a mandatory reporter by law and must make a report to the appropriate agency (e.g., social services or human services) and/or to the police if he has reason to suspect child abuse/neglect or if someone appears to be imminent danger of harm to self or others.

D. Provision of Court orders, reports, and other documents: I agree to provide Dr. Austin with all relevant Court orders, stipulations, reports, and other relevant documents.

E. Review of parenting schedule: Dr. Austin will review our parenting time schedule with the parties when the PC work commences. The purpose is to identify any areas or issues that need clarification or require further specific description.

F. Terms of Appointment and Reappointment: The parents must commit to using the PC in either format (e.g., with or without DM) for a two-year period unless otherwise

specified by the parents or by court order (see PC Contract for Service). Neither parent can remove the PC until the two-year period has lapsed. The PC can be removed by court order. The parents can select a new PC at that time. The PC reserves the right to end his involvement with the family if he concludes that he can no longer assist the family. As the term of appointment approaches its conclusion (3 months prior to the end of the term) the parents shall discuss with Dr. Austin whether they wish for him to be reappointed by the court for an additional PC term. The parents then will need file a request with the court for reappointment of Dr. Austin as PC or PC/DM.

G. No Emergency Services: Emergency or after hour services are not provided under this agreement. The PC service is an orderly process than does not involve emergency consultation or intervention. There are no exceptions to this policy. The PC service is not psychotherapy and is therefore not subject to those responsibilities normally associated with such service.

H. Fee Assignment: The PC reserves the right to assign fees based on the actions of either party. Should a parent send excessive emails, request excessive time with the PC, request that the PC read additional documents, etc., that parent may be unilaterally assessed fees at the PC's hourly rate. (See PC Contract for Service).

I. Changes in Legal Representation: I agree to keep Dr. Austin up-to-date on the status of my legal representation. I will inform him if I no longer have legal representation or if I make a change in attorneys.

J. Involvement of PC/DM in Litigation: I understand that pursuant to C.R.S. §§ 14-10-128.1 and 128.3, the PC/DM may not be required to provide records in judicial, administrative or court proceedings between the parties and may only be called as a witness with the written consent of both of us.

K. Fee Payment: The parents agree to pay for PC services according to the terms of the Contract for Service attached. Fees are assessed on the basis of the hourly rate and

time expended. Each party will be provided with a joint monthly statement of activity and fees. Telephone contacts with related parties such as teachers, therapists or attorneys are billed at the hourly rate stated in the Contract for Service. Interviews with the child(ren) or other related parties are also charged at the regular rate. Missed appointments or late cancellations (within twenty-four (24) hours) are charged at the regular rate to the person responsible for the missed appointment or late cancellation.

L. Vacations and when PC is out of the area: The PC is not available at times due to scheduled time away from the office. Given the complexity and case specific nature of PC work, PC services are not forwarded for coverage. Issues that arise during PC scheduled time away from the office will be addressed upon the return of the PC to his office. I also understand that Dr. Austin sometimes does consulting work out of the area. He will then make an attempt to accommodate requests for telephone and e-mail communication to deal with issues.

M. E-mail Communication: Parent to parent email is often monitored by the PC and parent to PC communication via email is often a part of PC work. If the PC and the parents have agreed to have the PC monitor parent-to-parent communication (e.g., PC is copied on all e-mails), the PC may determine that the language or parent comment is inappropriate. He will respond to the offending parent via email or request a face-to-face meeting. Parents are encouraged in their e-mail communication to be civil, brief, business-like and to the point.

E-mail communication is not confidential. Specific allegations concerning parent behavior must be sent to the PC with appropriate copy to the other parent. Reviews of parent-to-parent emails are billed at the PC hourly rate. A minimum charge of **\$75.00** per month will be made for e-mail monitoring of parent communication, but will be subject to the hourly rate for services. PC emails are saved electronically and are not copied to a client hard copy file.

N. Collateral Sources of Information: I stipulate/give permission to the PC/DM to consult with third parties who have information about me or the children, such as therapists, custody evaluators, teachers, etc. I agree to sign any necessary releases of information.

I agree that the information received may be considered by the PC/DM in assisting in the PC/DM process and that Dr. Austin is not obligated to reveal the information obtained.

O. Time Expended: The PC/DM is authorized to tell either or both parties if he believes that an inordinate amount of time is being required by either or both parties in this process. I agree that the amount spent on resolving the dispute shall be in proportion to the nature of the dispute, as determined by the PC/DM.

PARENTING COORDINATOR/DECISION MAKER CONTRACT FOR SERVICES

I have reviewed the **Parenting Coordinator/Decision Maker Agreement**, I agree to adhere to the policies and procedures set forth in these documents.

I agree to pay Dr. Austin for all his time and costs in working with myself and the other party, including time spent reviewing documents and correspondence, meetings with parents, phone and e-mail communication with the parties, the attorneys, professionals, and others, and deliberation and issuance of Decisions, at the rate of **\$200 per hour**, billed in units of .1 hour; e.g., 6 minutes = \$20. I agree that time for administrative work on the case will be similarly billed for the time involved, including a \$100 fee for establishing the case file, collecting the necessary documents (Court orders, reports, agreements, releases of information, etc.).

An initial retainer must be paid by each party with the proportion to be determined by the agreement on how the costs for PC/DM services are to be distributed or shared. The

amount of the retainer will depend on the complexity of the issues and amount of materials that need to be reviewed. The average initial retainer is \$1600 (for 8 hours of service time or \$800 due from each party, if there is an equal cost share). The retainer will need to be replenished when it has been expended. I understand that Dr. Austin will not provide PC services until the retainer has been replenished. I further understand that Dr. Austin has the discretion to decide what is a reasonable amount for the additional retainer payment from each parent.

I understand that the initial total retainer will be \$_____.

I understand that my share of the initial retainer will be \$_____.

I understand that the share of the other party will be \$_____.

I understand that my responsibility for the percentage of ongoing fees will be _____%.

I understand that my responsibility for joint interviews will be _____%.

I understand that my responsibility for my individual interviews will be _____%.

I understand that my responsibility for the review of e-mails and documents will be apportioned in the following manner: _____

I understand that I will pay _____% on any additional fees when billed within thirty (30) days of receipt of a bill.

Please Note: Any fees unpaid over thirty days will be reported to the court. E-mail communication is monitored monthly at a minimum cost of \$75.00 per month. Services will be halted until fees are paid as determined by the PC. Late payment will be assessed at 1 1/2 % per month charge. I understand the hourly rate of this service to be **\$200.00**. Any additional agreement concerning finances will be made in writing.

ADDITIONS:

DM Model: Yes _____ No _____
(C.R.S. 14-10-128.3)

Family-Specific Order and/or Agreements as to the Scope of PC/DM:

William G. Austin, Ph.D.

Date

Parent (or Party Subject to Court Order)

Date