

PARENTING COORDINATOR AGREEMENT

*** and *** (“the Parties”) agree to purchase Parenting Coordinator services from _____ of Northwest Mediation & Custody Evaluation Services and to follow the following provisions:

1. Role of the Parenting Coordinator. _____ will serve as a Parenting Coordinator to the Parties.
 - a. The Parties understand that _____ will assist them with issues involving their child or children including, but not limited to, access schedules, parenting styles, discipline of the child or children, extra-curricular activities, educational issues and any other issues surrounding the child or children that the Parties agree to submit to the Parenting Coordinator.
 - b. The Parenting Coordinator will not assist with financial issues unless both Parties agree, in writing, to submit the issue(s) to the Parenting Coordinator and the Parenting Coordinator agrees to resolve the issue(s).
 - c. _____ may provide information about the family situation, facilitate discussion, cooperation and agreements between the Parties or express an opinion about a situation. _____ may offer impressions, opinions and recommendations in his/her role as a Parenting Coordinator. These impressions, opinions and recommendations may be unpleasant for one or all Parties to hear, and the Parties may not be in agreement with _____’s statements.
 - d. _____ will not provide therapeutic or evaluative services to the Parties, nor will he/she offer legal advice to the Parties.
2. Duration of Appointment. _____’s appointment does not begin until the signed agreement and required deposit is returned by all Parties and _____ signs the agreement. _____’s appointment will end two (2) years from the date _____ signs the agreement. _____ may also end his/her appointment at his sole discretion, or by order of the Court.
3. Decision Making. The Parties understand that _____ will first work with them to help them reach an agreement. However, if they are unable to agree about a particular issue, _____ will make a decision that will be binding on the Parties. _____ will put all decisions in writing, with copies going to each Party and his or her attorneys. If either or both Parties disagree with a decision, it is their responsibility to schedule a hearing with the Court within fourteen (14) days of receipt of _____’s written decision. The Parties agree to follow the

decision unless or until it is modified by the Court.

4. Conduct in the Parenting Coordinator Process. The Parenting Coordinator process will be conducted in the manner that the _____ believes will best and most quickly permit full understanding, discussion, and resolution of the issues. _____ may meet with the Parties together or separately, in person, by telephone or through electronic means, such as e-mail. He/She may also request meetings with the child or children and/or with significant others or other family members on issues related to the child or children.
5. Confidentiality. No information provided to or obtained by _____ is confidential, with the exception of communications and information received from children's therapists. Any information received by any means may be shared with the other parent, attorneys, and the Court at the discretion of the Parenting Coordinator.
6. Safe Harbor. If the children are receiving mental health services, the Parenting Coordinator may seek information from their mental health provider.
 - a. In order to preserve the safety and confidentiality of children's therapeutic environment, it is essential that children feel free to speak openly with their therapist without fear of their statements being disclosed, so that the therapist's office may serve as a "safe harbor" for the child. Therefore, any information given the Parenting Coordinator by any mental health provider for the children will be maintained as confidential. Any documents containing information provided by a mental health professional treating the children shall be kept in a file separate from the Parenting Coordinator file.
 - b. Neither parent shall, nor will either parent permit his or her attorney to, subpoena the information contained in this separate file. Any party (or his or her attorney) who seeks to interrogate the Parenting Coordinator about or to subpoena the information in this separate file shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena.
 - c. If the Parenting Coordinator makes a decision based on input from the therapist, the Parenting Coordinator reserves the right to document this decision stating only "I have decided this based on input from the children's therapist," without further explanation.
7. Authorizations for Release of Information. The Parties agree that they will sign whatever authorizations for release of information _____ decides are necessary for him/her to fulfill his/her duties.

8. Cancellation Policy. If a Party is unable to keep an appointment, the Party must notify our office two (2) business days in advance. If advance notice is not received, that Party will be responsible for paying for the missed appointment.
9. Payment for Parenting Coordinator's Time.
- a. Travel fees are charged at a rate of \$25 per hour plus a mileage rate of .55. The Parties shall pay for all time spent by _____, at the rate of \$_____ per hour based on a sliding fee schedule as detailed below. *This hourly rate is subject to change upon thirty (30) days notice.*
 - b. Time is billed at a minimum of 0.1-hour increments (6 minutes). The bill each Party receives will reflect the full hourly rate; however, the time reflected will be the portion for which each Party is responsible. Each party will be responsible for the payment of 50% of the actual time expended.
 - c. Fees will be charged for any and all time _____ spends working on this matter, including meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to emails, reviewing letters and other records and written material, preparation of written reports and decisions, round trip travel time, and any other time expended in association with the duties of Parenting Coordinator.
 - d. Payments for each face-to-face meeting must be pre-paid by noon on the last business day prior to each scheduled meeting. If _____ decides to hold separate meetings with the parties, or if there is an order that requires that separate meetings be held, then the party attending the meeting will pay for the entire meeting at that time. **IF A PARTY FAILS TO MAKE THE REQUIRED PRE-PAYMENT, THE MEETING WILL BE CANCELLED.**
 - e. Payment for non-session time and for costs incurred shall be made as follows:
 - (1) The Parties shall make an initial deposit of \$____.00. Each Party shall pay \$____.00 of the deposit, unless the Parties have agreed to a different arrangement. This sum shall be deposited in the Northwest Mediation & Custody Evaluation Services non-interest bearing trust account and applied to any time or expenditures associated with _____'s involvement as a Parenting Coordinator.
 - (2) Each Party shall make an additional deposit of \$____.00 within two days of notification that the current trust account balance has fallen below \$____.00 balance. This deposit shall be a lesser amount if

_____ reasonably expects that the remaining non-session fees will be less than the amount of the previous deposit.

- (3) The monthly statement each Party receives will reflect the Party's trust account balance. If the Party's trust account balance is not replenished as required above and any outstanding fees are not paid in full, services may, at _____'s discretion, be suspended on the file.
- (4) The Parties shall pay any fees and costs not covered by the above deposits within thirty (30) days after billing for same. If a Party's account is not paid on time and the fee arrangements not honored, we reserve the right to charge simple interest at the rate of 8% per year.
- (5) If any of the deposit remains in the Northwest Mediation & Custody Evaluation Services trust account when _____ is assured that the service is no longer needed, he/she shall refund the remaining funds to the Parties. To assure that the refund is correctly computed, the refund to the Parties will not be paid until completion of the monthly billing statement for the month in which Parenting Coordinator services were terminated.

f. _____ may assess more than the proportion of the fees and costs outlined above to either Party if she determines that a Party has abused the process or if he/she determines that his/her involvement was unnecessary.

g.

Incomeⁱ	Hourly Rate
>\$200,000/year	\$300/hour
\$100,000 to \$200,000/year	\$200/hour
\$75,000 to \$100,000/year	\$150/hour
\$50,000 to \$75,000/year	\$100/hour
\$30,000 to \$50,000/year	\$75/hour
\$30,000/year	TBA

ⁱIncome is established by the Adjusted Gross Income from the most recently filed Federal 1040 tax form. A copy of the relevant page from this tax form is required from each party before signing.

10. Non-Payment.

- a. Absent other agreement, _____ reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.

