

***Caroline Leavitt, Ph.D. 1001 Weatherstone PKWY STE 430***

***Ashley Loyd, Psy.D. Woodstock, GA 30188***

***Business: (770) 592-0150***

***Facsimilie: (770) 592-0971***

**COPARENTING COUNSELING AGREEMENT/INFORMED CONSENT**

We agree to the appointment of Caroline Leavitt, Ph.D. (Dr. Leavitt) to serve as our Coparenting Counselor and agree to the following guidelines. Dr. Leavitt may be appointed as Coparenting Counselor by Court Order, Consent Order, and/or by agreeing to the terms of this agreement. This agreement shall serve as a **binding contract.**

**Coparenting Counselor Duties**

1. We understand that Coparenting Counseling is NOT psychotherapy. Coparenting Counseling is confidential and any information from our work together can only be released to a third party with your mutual written consent or a court order.
2. We understand that it is in children’s best interest when parents do not

engage in conflict. To that end, we will work together to resolve

disagreements whenever possible. If we are not able to resolve our own

disputes, we understand that the dispute will be presented to Dr. Leavitt

who will offer recommendations after working with us to help us resolve

the issue ourselves.

1. The Coparenting Counselor will help us in making and implementing joint decisions in the best interest of the children. Specifically, the Coparenting Counselor shall:

a. Assist us developing and implementing the parenting plan or custody and visitation order while containing and reducing conflict;

b. Assist us with the execution of residence and visitation plans specified in agreements and orders;

c. Monitor the parenting plan and mediate disputes;

d. Teach us communication skills, principles of child development and educate us about children’s common divorce specific issues.

e. Ensure that both parents maintain ongoing relationships with the children

f. Suggest to the parties that they consult with their attorneys if fundamental changes in the parenting plan are agreed upon or recommended; and

g. Empower us to successfully resolve conflicts over the children on our own.

4. In carrying out the duties and responsibilities outlined above, the

Coparenting Counselor shall be entitled to:

a. Receive information directly from all psychotherapists,

attorneys and previous or current child custody evaluators, forensic examiners, and/or guardians ad litem

b. Review and receive all information, records and reports

concerning the children and the parties, including medical and

educational, that may be relevant to this case.

c. Audio and video tape the Coparenting Counselor sessions and keep the audio or video recording as part of the case file.

5. The Coparenting Counselor shall have the authority to speak with the children if necessary, and to include the children in the meetings as

she deems appropriate.

6. Appointments or telephone contacts with the Coparenting Counselor

may be scheduled at the request of either parent or by the

Coparenting Counselor. All parties agree to make a good faith effort to be available when contacts are requested.

7. If the Coparenting Counselor suspects child or adult abuse/neglect

that meets the mandatory reporting requirements of a licensed mental health professional, a report will be filed with the appropriate reporting agency. In addition, the Coparenting Counselor must also report any

person who may be a danger to themselves or others.

**Involvement in Legal Matters**

As long as both parties agree in writing, Dr. Leavitt may appear in Court hearings/depositions to offer information and opinion by testimony or otherwise. Any services related to legal matters are charged at a rate of $250 an hour (please see separate legal services agreement). Any scheduling of Dr. Leavitt’s testimony will be done in consultation with her and with appropriate recognition of possible conflicting personal and professional commitments.

It is Dr. Leavitt’s policy to be provided with notice of appearance indicating the approximate time of testimony. She will reserve this time for you and your attorney. If you need Dr. Leavitt’s testimony, will will pay for a half day (4 hours) retainer ($1000) for her time plus any additional required time for testimony, preparation time, travel time, phone consultation etc. If the testimony is postponed or cancelled within 24 hours of the scheduled time, the retainer will not be reimbursed. If additional time is required for testimony, the party responsible for the initial fees will be responsible for the fee for the additional time. The party who subpoenas Dr. Leavitt to appear and testify will be responsible for the fees.

All fees related to legal proceedings and subpoenas must be paid in advance of any testimony or document release by the party who subpoened Dr. Leavitt and her documents.

**Professional Fees**

1. The Coparenting Counselor’s fee is $250 for the 60 minute meeting or $400 for a 90-120 minute meeting. Most sessions will involve both parents. **All fees for sessions are due at the time of service.** Phone conferences, including phone calls from either party will be billed at prorated 15 minute intervals based on the $250/hour rate. We agree to these fees as well as costs, as necessary, including but not limited to photocopies, messenger service, certified mail, transcription costs, report writing time, etc. There must be a 24 hour cancellation notice prior to a missed appointment or the full fee is due.
2. Any objection to a bill must be brought to Dr. Leavitt’s attention in written form within 30 days of the billing date, otherwise the bill shall be deemed accepted.
3. The Coparenting Counselor may use the services of a collection agency or attorney to collect any unpaid fees. The party with outstanding debts will be 100% responsible for all fees related to the collection of the debt, including Dr. Leavitt’s time involved in collecting the fees.

**Renewal & Withdrawal**

1. This agreement cannot cover all of the particulars that may arise in every situation. The parties agree that the Coparenting Counselor may need to establish new rules and guidelines to fit their unique needs. The fundamental principles governing all rules and guidelines are (1) conflict for the parties will be minimized and (2) decisions will be made in the best interests of the children. The Coparenting Counselor will make every good faith effort to contain the costs to the parties.
2. If the Coparenting Counselor deems herself no longer able to work with either party in an unbiased or productive manner then she will provide each party with thirty days written notice and she shall notify the attorneys, the Court, and/or other relevant parties and request that the appointment be vacated.
3. Dr. Leavitt’s role as Coparenting Counselor may be terminated by written agreement of both parties, provided, however, that if a court appointment is in effect, it shall be the responsibility of the parties to have the Court vacate the appointment. If one party wishes to terminate the services of the Coparenting Counselor and the other party does not agree, an order of the court is required to remove Dr. Leavitt from the Coparenting Counselor role.

I have read the above contract and have had the opportunity to discuss it with my attorney if I so wished. By signing below, I agree to the appointment of Caroline Leavitt, Ph.D., as the Coparenting Counselor and to all of the items contained in this agreement.

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Name Date

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Signature