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Florida Supreme Court Certified Family Mediator

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PARENTING COORDINATION PROVISIONS & RETAINER AGREEMENT

Agreement made on this day of _____, 20__ by and between _____ and _____ (the "Parents") and Allyson Tomchin, LCSW. (the "Parenting Coordinator") regarding the Parents' minor child(ren) and in accordance with the Court Order dated _____, a copy of which is attached. The terms of the Court Order shall be deemed to be incorporated in this Agreement and in the event of any conflict between the Court Order and this Agreement, the Court Order shall supersede the Agreement.

A. Definitions & Goals

1. The Parents understand that parenting coordination is a child-focused alternative dispute resolution process during which the Parenting Coordinator assists the Parents to create, develop and implement their parenting plan, while providing education and making recommendations to the Parents.
2. The Parents agree to direct any disputes regarding their child(ren) to the Parenting Coordinator and use their best efforts to work with the Parenting Coordinator to reduce conflict, develop and implement their parenting plan and focus on the best interests of their child(ren).
3. The Parents agree to work with the Parenting Coordinator to develop awareness of their child(ren)'s developmental milestones, specific concerns regarding their family's dynamics, and issues relevant to children whose parents do not live together.
4. The Parents agree to work with the Parenting Coordinator to develop co-parent communication skills and dispute resolution techniques.

B. Parenting Coordination Process

1. The Parents will meet with the Parenting Coordinator for 60, 90, or 120 minute meetings, on a schedule established to meet the individual needs of the family. Either parent may request an individual or joint meeting; however, the Parenting Coordinator will decide when meetings are necessary to further the parenting coordination process.
2. Each parent shall direct any disputes regarding the children to the Parenting Coordinator. The Parenting Coordinator will facilitate the resolution of disputes by providing education and making recommendations to the parents.

3. Appointments may be more frequent at the beginning of the parenting coordination process. As the Parents develop effective communication and problem-solving skills, the necessity for meetings with the Parenting Coordinator should decrease. Ultimately, the Parents should develop the ability to resolve issues amicably and efficiently on their own, without involvement of the Parenting Coordinator.
4. The Parenting Coordinator shall assist the Parents by monitoring implementation of the parenting plan and facilitating resolution of disputes concerning the plan. The Parents shall use their best efforts to make parenting plan decisions that are the best interests of their child(ren) and to understand the other Parent's and child(ren)'s points of view.
5. The Parenting Coordinator may provide detailed guidelines or rules for communication between the Parents, and may monitor communication accordingly. The Parenting Coordinator may modify the communication guidelines at her discretion.
6. If necessary, the Parenting Coordinator may temporarily serve as an information conduit for communication between the Parents to attempt to minimize the child(ren)'s exposure to conflict as a result of any overt or subtle hostility between the Parents.
7. If agreed to by both Parents in writing, the Parenting Coordinator will decide how a particular element of the parenting plan will be implemented including, without limitation, the frequency and length of a specific timeshare, a temporary change in the parenting schedule, a holiday or vacation plan, logistics of pick-up and drop-off, suitability of accommodations for the child(ren) and issues regarding stepparents, extended family and significant others.
8. If agreed to by both Parents in writing, the Parenting Coordinator shall modify the parenting plan, however no such modification shall relate to child support, relocation or any other substantive element of the parenting plan. The modification shall be subject to court approval, if necessary.
9. Parenting Coordination is not a crisis service. Meetings are scheduled during the Parenting Coordinator's business hours. The Parents are expected to discuss concerns regarding their parenting plan at the meetings.
10. No third parties, including, but not limited to, the Parents' child(ren), attorneys, counselors, accountants, parents, spouses, partners, or significant others, shall attend any parenting coordination meeting unless such attendance is requested by the Parenting Coordinator and agreed to by both Parents prior to the meeting.
11. The Parenting Coordinator is not the Parents' or their child(ren)'s attorney, mediator, psychologist, arbitrator, custody evaluator, guardian ad litem. The Parenting Coordinator's role is active and specifically focused on helping the Parents work together to create, develop and implement the parenting plan while minimizing the conflicts to which the child(ren) is exposed due to any hostilities between their Parents.
12. Electronic equipment including, but not limited to, cell phones, cameras, tape recorders and video recorders, are not permitted at the parenting coordination meetings for purposes of recording the meeting.

13. Any Parent(s) appearing to be under the influence of alcohol or drugs, in the sole discretion of the Parenting Coordinator, shall not be permitted to participate in a Parenting Coordination meeting, and will be asked to and expected to leave the meeting immediately. Such Parent shall be liable for payment of the Parenting Coordinator's full fee for the meeting,

C. Access to Information; Confidentiality & Exceptions

1. Within five (5) days after signing this Agreement, the Parents shall provide the Parenting Coordinator with copies of all signed or pending documents regarding their proposed or existing parenting plan. In addition, the Parents shall provide the Parenting Coordinator with copies of all written, inter-parental communications (letters, faxes, e-mails) regarding pending parenting issues, as requested.

2. The Parenting Coordinator may request access to information deemed necessary by the Parenting Coordinator to execute her duties including, without limitation, school records and medical records. The Parents agree to sign any necessary releases of information for this purpose or, alternatively, object in writing to Parenting Coordinator's access to such information.

3. With prior consent as required by law, the Parenting Coordinator may communicate with the child(ren) or any other person(s) deemed necessary by the Parenting Coordinator to further the goals of the parenting coordination process. The Parents agree to sign any necessary releases for this purpose or, alternatively, object in writing to the Parenting Coordinator's access to such person(s).

4. All communication made by, between, or among the parents and the Parenting Coordinator during Parenting Coordination sessions are confidential. Parents may agree to waive the privilege of confidentiality by agreement that testimony or evidence be permitted. Parents cannot waive the child's privilege against disclosure. A waiver of confidentiality form is provided with this contract and may be signed after having your attorney review it.

5. Exceptions to Confidentiality. The Parenting Coordinator may testify and offer evidence

- a) Necessary pursuant to report of emergency situation to Florida Statute 61.125(8).
- b) Necessary to inform the Court of a history of domestic violence between the parties.
- c) Necessary to identify, authenticate, confirm, or deny a written agreement entered in by the parties during Parenting Coordination.
- d) Necessary to report the limited decisions of the Parenting Coordinator.
- e) Necessary to identify an issue for resolution by the court without otherwise disclosing communications made by any party or the Parenting Coordinator.
- f) Necessary to compel compliance with payment of fees and costs.
- g) Limited to the subject of a parent's compliance with the order of referral to Parenting Coordination, orders for psychological evaluation, counseling ordered by the court or recommended by a health care provider, or for substance abuse testing or treatment.
- h) To report the case is no longer appropriate for Parenting Coordination.
- i) To report that he or she is unable or unwilling to continue to serve and that a successor Parenting Coordinator should be appointed.
- j) To report the Parenting Coordinator is no longer personally qualified to serve.
- k) To report that the Parenting Coordinator is not qualified to address or resolve certain issues and a more qualified Parenting Coordinator should be appointed.
- l) To protect a person from future acts of abuse, neglect or abandonment.

6. Emergency Reporting Process. The Parenting Coordinator may report an emergency situation to the court either:

- a) Ex parte by affidavit or verified report
 - a. (a) a child will suffer abuse, neglect, or abandonment as provided in Chapter 39; or
 - b. (b) if a vulnerable adult will suffer abuse, neglect or abandonment as provided in Chapter 415; or
 - c. (c) a party, or someone acting on a party's behalf is expected to wrongfully remove or is wrongfully removing a child from jurisdiction (except to avoid domestic violence).
- b) With notice by affidavit or verified report if a party obtains a final order or injunction for protection against domestic violence or is arrested for an act of domestic violence provided by Chapter 741.

D. Parenting Coordinator's Retainer, Fees and Additional Charges

1. At the time this Agreement is signed, the Parents shall pay an advance retainer to the Parenting Coordinator of his or her share of a total of ten (10) hours time. The advance retainer shall be used by the Parenting Coordinator for all services including meetings.
2. The Parenting Coordinator's fee for scheduled meetings is \$200 per hour. Unless otherwise agreed to in writing and signed by both Parents and the Parenting Coordinator, each Parent is responsible for 50% of the Parenting Coordinator's fee, unless otherwise stated in the Order of Appointment. See Court Order.
3. The Parenting Coordinator's fee for review of information and/or communication with anyone other than the Parents in accordance with this Agreement shall be \$200 per hour.
5. Unscheduled telephone calls to the Parenting Coordinator are appropriate only for child-focused emergencies and other extremely time sensitive information and will be billed as set forth in the preceding paragraph. Each Parent may schedule telephone conferences with the Parenting Coordinator at their own cost as set forth in the preceding paragraph.
6. Each Parent understands and acknowledges that because the Parenting Coordinator's meeting time is reserved exclusively for them, they are required to provide at least forty-eight (48) hours notice prior to canceling a Parenting Coordination meeting. In the event either Parent provides less than forty-eight (48) hours notice prior to canceling a Parenting Coordination meeting, the Parent responsible for such cancellation shall pay a cancellation fee equal to the fee for the time scheduled. Said payment shall be deducted from that Parent's portion of the retainer.
7. The Parenting Coordinator shall keep time records of hours expended on this matter and provide copies to Parents of their shared and their individual retainer upon request. When the retainer balance falls below three hours, the Parenting Coordinator shall notify the Parents via email and the retainer shall be replenished within five days. If the retainer is not replenished a letter of noncompliance shall be sent to the court. Any sums remaining after termination of this Agreement shall be returned to the Parents according to the percentages of their respective contributions. In the event either Parent does not meet their financial responsibilities, a letter of non-compliance will be sent to the Courts.
8. In the event the Parenting Coordinator is summoned by either Parent to appear for deposition or as a witness in a hearing or at trial, the Parenting Coordinator's fee shall be \$250 per hour for file review and

preparation plus \$250 per hour for deposition and/or in-court time, including travel time and waiting time.

9. Any remaining funds in the retainer shall be returned within 30 days when the Parenting Coordinator is discharged by the Court.

E. Termination of the Parenting Coordinator's Appointment

1. If the Parenting Coordinator deems herself no longer able to work with either party in an unbiased or productive manner, then she shall provide each party and their respective attorneys with written notice, and she shall notify the Court and request that she be discharged.

2. The Parenting Coordinator's Order of Appointment may be terminated by written agreement of both parties, provided, however, that if a Court Appointment is in effect, the parents must obtain and deliver a Court Order of discharge. If one party wishes to terminate the services of the Parenting Coordinator and the other party does not agree an order of the Court is required to remove her. The Parenting Coordinator may pursue any available collection remedies, including, without limitation, attorney's fees, collection fees, and court costs.

F. Miscellaneous

1. No change or modification of this Agreement shall be valid or binding unless such change or modification is in writing signed by the Parents and the Parenting Coordinator. The terms of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Each party affirmatively waives their rights to a jury trial. This Agreement constitutes the entire agreement of the parties, all prior oral agreements and representations are fully merged and integrated in this agreement. The parents and the Parenting Coordinator agree that jurisdiction and venue for purposes of this Agreement shall be in Broward County, Florida, and agree to submit themselves to personal jurisdiction in an appropriate court in such county.

ACKNOWLEDGED AND AGREED:

Parent

Date

Parent

Date

ACCEPTED:

Allyson Tomchin, LCSW, Parenting Coordinator

Date