



CREATIVE CUSTODY SOLUTIONS

CO-PARENTING THERAPY CONTRACT

Co-Parenting Therapy is a court-ordered service. Its purpose is to help parents reduce conflict around the parenting plan and work more creatively to ensure it operates well for the children and co-parents. Parents get the opportunity to take more control of their situation and bring forward issues that are not working as well as they could. This will be done in a comfortable, non-adversarial setting.

Procedures:

The court order frequently outlines the goals and procedures of Co-Parenting Therapy. It is your responsibility to review and understand your court order. As a general rule, I meet with the parents individually first, and then together. Depending upon the situation, this therapist may alternate between individual and dyadic sessions to further the process of co-parenting and coming up with agreements.

Given that this is a forensic intake process, meaning at the behest of the Court, I will exercise professional judgment and report back to the Court if needed.

I review relevant documentation and may call collateral contacts at any time during the process. I will offer 1 to 2 appointment times, trying to reasonably accommodate your family's schedule. In the event that I am unable to accommodate, and because this is a court order, you will need to come in as requested. Please note, excessive challenge in setting appointments can lead to contact with counsel and/or the judge.

Stipulation and Order:

You will provide the Co-Parenting Therapist a stipulation and agreement or court order appointing her to perform Co-Parenting Therapy. This order will have been filed with the court prior to involvement in this matter, beyond initial inquiries as to services. You agree to all provisions in that order and this contract. The Co-Parenting Therapist as ordered by court has quasi-judicial immunity, and as such, cannot be sued based on her actions in this matter.

Initial: _____

Limits of Confidentiality:

Co-Parenting Therapy, as ordered by the court, is considered a non-confidential process. Any and all notes, correspondence (including electronic), consultations, observations, financial information, and recommendations may be disclosed to the court by the Co-Parenting Therapist. Records and working documents will not be disclosed by subpoena, but only if the judge orders production of specific records. Additionally, all parties need to sign any and all releases requested by the therapist that are necessary to obtain reports from relevant professionals (e.g., psychiatrists, psychologists, social workers, teachers, school officials, pediatricians, hospitals, etc.). This includes past records as well as current records.

As a licensed psychologist, I am a mandated reporter. As such, there are some situations (not all listed) where I am legally obligated to take action and share information about treatment. For example, if I believe that a child, elderly person, or disabled person is being abused, I must file a report with the appropriate state agency.

If you and/or a family member/significant other reports to me that you have stated a threat of serious

bodily harm to an identifiable person, I am required to take action, which include notifying the potential victim, contacting the police, and/or seeking hospitalization for you. If you threaten to harm yourself, I may be obligated to seek hospitalization for you or to contact family members who can help provide protection.

I regularly participate in peer supervision and consult with a team of professionals about cases. During a consultation, I make every effort to avoid revealing the identity of my clients. The consultant is also legally bound to keep the information confidential. If you don't object, I will not tell you about these consultations unless I feel that it is important to our work together. To best facilitate a positive treatment outcome, this therapist will collaborate with the other professionals that have been court ordered on your case. Additionally, to assist in note taking, I may utilize various means of record-keeping, including but not limited to an assistant or electronic note-keeping recordings.

Initial: _____

Fees:

My fees are \$285 per hour. The following are billed at \$285 per hour: therapy sessions, appointments cancelled without 2 business days' notice (regardless of reason), interviewing collateral contacts, reviewing records, and telephonic, facsimile, or electronic correspondence. Court appearances, preparation for court, provision of requested files, letters to counsel and judges, travel to and from court, and wait time during hearings are billed at a rate of \$400 an hour. If in-person testimony is required, a minimum of five hours will be billed. If remote testimony is required, a minimum of three hours will be billed. A subpoena to court must be received a minimum of seven business days in advance of the court date. Upon receipt of the subpoena, that date of appearance is reserved, and the minimum payment will be billed. Even with retraction of subpoena or in the case my presence is not required, minimum payment will still be processed. In the case where the order requires my writing to the courts and/or testimony, this will be billed to the party/parties responsible for bearing cost of Co-Parenting Therapy. Should one party subpoena me to testify, and division of payment is not outlined in the court order, the subpoenaing party is responsible for costs.

This therapist requires a retainer of \$2,850 to commence court-ordered/stipulated treatment. It can be paid by cashier's check, money order, valid check, Zelle, or Venmo. In the event that these forms of payment are not provided, we will charge your credit card on file for the balance and retainer. A valid credit card must be on file. It is the responsibility of the parties to ask for an invoice/time tracker should they wish to review the charges. Parties have 10 calendar days upon notice of billing to inquire about charges. After the 10th day, the bill will be considered accurate and there will be no further opportunity for dispute.

After commencement of treatment, when the retainer goes down to \$500, it will be automatically replenished at a sum of \$2,850 (again in keeping with the court's order of who is responsible for payment). We will send a courtesy advisement when your retainer is at \$500. You are to ensure payment is delivered within 3 days of receipt of the courtesy email. If it is not received at that time, a charge will go out to your credit card. In the case that the payment is declined, a \$50 fee will be assessed. Dr. Tonkins has the right to suspend work if fees are not up-to-date, or she may seek the court's assistance in collection of delinquent fees. You will be responsible for all fees incurred in efforts to collect funds. Please note that to collect fees, personal information will be requested, and I must provide the necessary information to obtain collection. Because treatment is court-ordered, it is the party's responsibility (if there is a need to suspend services) to return to court in an expedited fashion to resolve to not interrupt treatment. The therapist will give referrals; however, it is the court that will ultimately create the order.

On occasion there may be a rate increase, and if this occurs, you will have notice in advance of this change. You will be provided in writing notice of a modification of fees, and this will then be placed as an addendum to the existing contract. The retainer will be held until the court determines that the Co-Parenting Therapist's appointment is completed. After this time, a credit will be issued if there is a balance in the retainer.

Initial: _____

Contacting Me:

After the initial appointment is scheduled, correspondence (outside of session) will take place principally by email. Note that all emails are entered into your file and charged at a rate of \$285/hour. The sole purpose of emailing is to schedule sessions. If it is necessary to send an email that is not about scheduling, you may provide concise information. The therapist may choose not to respond and may also defer her response until the next session. Should you have a concern, it is best to request an appointment or bring it up at your next appointment. Regarding appointment setting, I will offer 1 to 2 appointment times, trying to reasonably accommodate your family's schedule. If I am unable to accommodate you, and because this is a court order, you will need to come in as requested. Please note, that excessive challenge in setting appointments can lead to contact with counsel and/or the judge. If you have a psychiatric/clinical emergency, contact 911 or proceed to the nearest emergency room. If I will be unavailable for an extended time, I will provide you with the name of a colleague to contact, if necessary.

Grievance Procedures:

Should there be a grievance with the Co-Parenting Therapist, you shall file this in writing with the therapist. That therapist will respond in writing or in-person within 14 days to attempt to resolve the issue. If we can't resolve the issue, you can proceed to have your counsel petition the courts for removal. This will be on your expense. All fees associated with this process incurred by the therapist will be paid for by the party requesting removal. The same hourly court fee applies. In the interim, Co-Parenting Therapy will continue as ordered.

Should the Co-Parenting Therapist, for any reason, wish to be removed from the case, she will first contact counsel. In a timely fashion, the parties need to obtain a new order (at their own cost) appointing a different therapist.

Initial: _____

Records:

If you send documentation/correspondence, or furnish material, to the Co-Parenting Therapist, it is encouraged to either Cc the other party or otherwise provide it to them. If they are not provided with the documentation, Dr. Tonkins has the option to share or not share this information with the other party. If you have counsel or if you are acting as your own attorney, it is advised that you follow all state and local court rules regarding the dissemination of written materials.

Contact with Counsel:

At any time, should this therapist have concerns specific to the Co-Parenting process, I may make contact (including recommendations) to your counsel. Additionally, this therapist may write to the court regarding orders or concerns. Frequently, within the court order for Co-Parenting therapy, the judge will specify the format for feedback to the courts, to which this therapist will respond.

Initial: _____

Amendments (OFFICE USE ONLY):

Your signature below indicates that you have read and understood the information in this entire document and agree to abide by its terms.

Full Name

Signature

Date

- Petitioner
- Respondent

Dr. Sue Tonkins, Lic. Psychologist CA. 16004
1110 E. Chapman, Suite 201, Orange, CA 92866