

Patricia Brady, M.S., LMHC, LMFT
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PARENTING COORDINATOR AGREEMENT

In Re: _____
Docket No: _____
Name: _____
Address: _____
Telephone: _____ **Wk:** _____

- 1) We, _____ and _____ have entered into an agreement with Patricia Brady, MS, LMHC, LMFT. to serve as a Parenting Coordinator for us and our child(ren), _____. She shall function as a Parenting Coordinator pursuant to a stipulation adopted by the court including: assessing the parent's strengths and weaknesses, and to help them develop an interim parenting plan. The parties agree to follow the PC's recommendations about how to improve their parenting skills. We agree that this agreement shall serve as a binding contract. Disputes over custodial arrangements or decisions with respect to the child(ren) will be submitted to the PC. The PC decision is binding subject to review by the court.

- 2) We understand that it is in children's best interests when parents do not engage in conflict. To that end we will attempt to resolve our issues in a mutually satisfactory manner between ourselves whenever possible. If issues cannot be resolved between us, either one of us may request the assistance of the Parenting Coordinator who shall first engage in a process to help us resolve disputes. If efforts to negotiate a resolution of an issue are unsuccessful, then the Parenting Coordinator shall resolve the issue, based upon disclosures that were made in the negotiation process. Ms. Brady will offer a recommendation that becomes binding until the Court enters an order of Judgment altering, modifying or terminating her recommendation

- 3) If the Parenting Coordinator believes it would be helpful in making a decision, she may speak to the child and contact third parties including but not limited to the child, teachers, medical care providers, caregivers, or attorneys and review any relevant documents that, in her opinion, would be helpful to the decision making process. We agree to sign any necessary authorizations for the release of requested information. Ms. Brady will attempt to help us resolve our own disputes.

- 4) If efforts at mutually resolving a dispute are unsuccessful, then the Parenting Coordinator shall render a written decision, based upon the disclosures that were made in the process. The overriding concern in the resolution of all issues is the best interests of the child(ren). The decisions of the Parenting Coordinator shall be binding on the parties until either party brings the case back to the Probate and Family Court and the Court enters an order or judgment terminating, modifying or altering the Parenting Coordinator's decision.
- 5) The following disputes/concerns shall be presented to the Parent Coordinator coinciding with Ms. Brady assessing the parent's strengths and weaknesses as parents and assist them in developing a parenting plan. The parties agree to follow recommendations of the Parent Coordinator designed to improve their parenting skills. Disputes may be submitted to the Parenting Coordinator for resolution include but are not limited to
 - Any disputes about parenting time, including but not limited to changes in the regular schedule, parental access for special occasions, holidays or vacations
 - Any disputes regarding the child's activities or schooling
 - Any disputes related to the child's medical issues
 - Any other child-related matter upon which we cannot agree and we agree in writing to submit to the parenting coordinator
- 6) Appointments or telephone contacts with the Parenting Coordinator may be scheduled at the request of either parent or of the Parenting Coordinator. All parties agree to make a good faith effort to be available when contacts are requested.
- 7) The Parenting Coordinator's work with the family is not confidential. She may share information between us. Information relied upon may be available in an arbitration award. The Parenting Coordinator may also disclose the following information:
 - a) when she has a reasonable suspicion that a child may be subject to maltreatment or neglect. As a mandated reporter, the Parenting Coordinator is bound by law to inform appropriate authorities (e.g. DCF) if there is a reasonable basis to believe that a child is suffering or in danger of some form of abuse or neglect.
 - b) that either of us or another person may be subject to bodily harm, or c) if she learns that either of us may intend to commit a felony.
- 8) This contract cannot cover all the particulars that may arise in every situation. The parties agree that the Parenting Coordinator may need to establish new rules and guidelines to fit their unique relationship. The fundamental principles governing all rules and guidelines are (a) conflict for the parties will be minimized and (b) decisions will be made in the best interests of the child(ren). The Parenting Coordinator will make every good faith effort to contain the costs to the parties.
- 9) 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 with thirty days written notice and she shall notify the Court and request that the appointment be vacated. In that event the Parenting Coordinator may suggest the names of other potential Parenting Coordinators to the parties.

10) Patricia Brady's role as Parenting Coordinator is in effect for one year, but 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 Parenting Coordinator and the other party does not agree, an order of the court is required to remove her. After one year, we will have the opportunity to sign a contract to continue services.

FEE ARRANGEMENTS:¹

11) Upon the signing of this agreement, and the payment in advance of a retainer representing 25 hours of work at a rate of \$250 per hour, in the amount of \$6250 or 15 hours of work at a rate of \$250 per hour, in the amount of \$3750 with the cost of the Parent Coordinator being shared equally, bringing the balance due to 50% for each party. Once the retainer has been exhausted, monthly bills will be forwarded to each client, itemizing the services rendered. The retainer will need to be replenished within 20 days of receipt of the invoice detailing services rendered, otherwise there could be an interruption in services. Late charges will be billed at the discretion of Ms. Brady if a reasonable agreement is not reached to render payment. In the case of a returned check a \$50 fee will be charged.

12) It is my practice to discuss particular cases or aspects of cases with colleagues experienced in particular clinical areas in an effort to enhance the quality of services provided. In such professional consultations, every effort will be made to preserve the privacy and confidentiality of the parties.

13) As ordered by the Probate and Family Court, I agree to pay Patricia Brady, in her role as Parenting Coordinator at the rate of \$250 per hour for services rendered including but not limited to time spent traveling, phone conferences, personal interviews, mail or electronic communications with attorneys or necessary third parties, travel, attendance at visitation and transportation between visits involving the child, testimony at depositions, report preparation and court appearances, trial preparation, and testimony in a court proceeding.

14) This contract and its signing will be effective immediately.

15) I understand that if a scheduled appointment is canceled with less than 24 hours notice a fee may be charged to the party who cancels commensurate with the amount of time scheduled for that day. If you fail to appear for a scheduled appointment, that person shall be responsible for the entire cost of the scheduled time at the discretion of the Parenting Coordinator.

16) Despite the fact that I am a Licensed Mental Health Counselor and a Licensed Marriage and Family Therapist in the Commonwealth of Massachusetts, it is important to understand that I will not be serving as a psychotherapist, with regard to your family. In other words, as a Parenting Coordinator, I will not be providing ongoing psychotherapy, family or couples counseling.

¹ In this case I will develop a payment agreement as needed.

I have read the above agreement and have had the opportunity to discuss it with my attorney if so wished. If for any reason you are uncomfortable about any of the procedures and requirements described herein, please discuss your questions and concerns with Ms. Brady in addition to seeking consultation with counsel prior to signing this document. I enter into this contract with the full understanding that Patricia Brady, M.S. has been appointed in the matter pending in the Middlesex County Probate and Family Court.

Printed Name: _____

Signature: _____ Date: _____

Patricia Brady: _____