



## CREATIVE CUSTODY SOLUTIONS

### AGREEMENT TO SERVE AS COURT-ORDERED CO-PARENTING THERAPIST

Co-parenting therapy can be a court ordered service that's 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:**

As a general rule, I meet with the parents together, and may separate them at times, to further the process of co-parenting and coming up with agreements. I review relevant documentation and may call collateral contacts before commencing co-parenting work. The co-parents then schedule weekly or bi-weekly meetings initially, where you propose issues (first in writing prior to the meeting) and then we work on the issues in session. Once we obtain some agreements, I can forward these to attorneys/court. Recommendations by therapist can also be forwarded to the attorneys/court. This process is done to both significantly reduce court time and decrease the conflict and frustrations between co-parents.

#### **Stipulation and Order:**

You will provide Dr. Tonkins a stipulation and/or court order either appointing she or her partners as co-parenting therapist or stating that the parties may choose their co-parenting therapist. This order will have been filed with the court prior to her involvement in this matter beyond the initial interview to determine if Dr. Tonkins will provide services to our family. The standard stipulation and order used in Orange County is preferred. If it is not utilized, the order shall include provisions for quasi-judicial immunity, procedures, decision-making, fee policies, grievance procedures, term of appointment and domains of authority. You agree to all provisions in that order.

#### **Limits of Confidentiality:**

Co-parenting work is a non-confidential process as it has been ordered by the courts and any or all notes, observations, interviews and recommendations may be disclosed to the court. 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. psychiatrist, psychologist, social worker's, teachers school officials, pediatricians, hospitals etc.). This includes past records as well as current records.

As a licensed psychologist, I am a mandated reporter and as such there are some situations where I am legally obligated to take action to protect 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 I believe that a patient is threatening serious bodily harm to an identifiable person, I am required to take protective actions which include notifying the potential victim, contacting the police, and/or seeking hospitalization for the patient. If the patient threatens to harm him/herself, I may be obligated to seek hospitalization for him/her or to contact family members who can help provide protection.

On a regular basis I have 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 patient. 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.

**Fees:** My fees are \$250 per hour. The following are also billed at \$250 per hour and include: interviewing collateral contacts, preparing reports, cancelled appointments without 2 business day notice, copying files, telephonic, facsimile or electronic correspondence. Court appearances and travel to and from court are billed at a rate of \$350 an hour with a minimum of four hours.

An initial retainer of \$1500 is required to commence any court ordered treatment or parent coordination work. It can be paid by credit card or money order.

After commencement of treatment/work when the retainer goes down to \$500 it needs to be replenished to \$1500. Dr. Tonkins has the right to suspend work if fees are not up to date, or she may seek the courts assistance in collection of delinquent fees.

There may be an occasion where the above fee schedule is changed and this will be written as an amendment to this contract at the end.

**Contacting Me:**

After the initial appointment is scheduled, correspondence (outside of session) will take place by email only. Note all emails are entered into your file and charged at a rate of \$250/hour. All emails must be cc'd to co-parent. 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. The only exception to correspondence by email, is to advise regarding lateness and this may be via text.

**Records:**

In order to avoid unilateral communication it is your responsibility to copy (cc) all written communication/documents to the other party. 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.

If either party furnishes any material to this therapist, they shall copy it first and provide me with original or copy and the other party is to receive a copy via appropriate legal means. Information contained in my file may be released by Court Order only and not by subpoena. Should records be ordered, you will need to pay appropriate fees within 3 business days of when court order is received.

Any Amendment to the above contract is as follows:

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

Petitioner: \_\_\_\_\_  
Print Name Signature Date

Respondent: \_\_\_\_\_  
Print Name Signature Date

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