



Associates for Counseling and Educational Services L.L.C.

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Agreement for Co-Parent Counseling

We _____ and _____, being desirous of co-parent counseling and/or having been directed by the Court to attend co-parent counseling with John M. Shanken-Kaye, Ph.D. hereby agree and expect to be legally bound by the following terms.

1. The frequency and time of each session shall be solely determined by Dr. Shanken-Kaye. The fee for each session shall be \$225.00. Fees are payable at the time of service and are not generally reimbursable by insurance. The parties shall present to Dr. Shanken-Kaye a plan for how payments shall be split between the parties. No appointments shall be scheduled while there is an outstanding balance.
2. Upon the signing of this agreement, each party will forward to Dr. Shanken-Kaye a retainer in the amount of \$ 500.00, for a total retainer of \$1000.00. Session fees and expenses will be deducted from this retainer. When the retainer reaches \$200.00 per person, another \$500.00 must be paid before scheduling additional appointments.
3. Communication with Dr. Shanken-Kaye is available by voice mail or e-mail. The person making this communication will be responsible for a fee assessed for reading e-mail or listening to messages longer than one minute in length. Said fee will be equal to the session fee, pro-rated. It is understood and agreed that Dr. Shanken-Kaye will refuse contact with either parent outside of regular session and will inform both parents as to the content of any communication received between sessions.
4. The parties agree and understand that undertaking the role of counselor makes it impossible, ethically, for Dr. Shanken-Kaye to give an expert opinion to the court as to parental fitness or optimal custody arrangements. Nevertheless, it is possible for Dr. Shanken-Kaye to be called as an Expert on Co-Parenting and as a fact witness in any custody proceeding. The parties specifically waive the right to subpoena Dr. Shanken-Kaye or attempt to gain copies of his notes or files, or otherwise attempt to compel Dr. Shanken-Kaye to appear as a fact witness. However, either or both parties may request that Dr. Shanken-Kaye appear as an Expert or Fact witness at a future custody hearing, subject Dr. Shanken-Kaye's agreement and to the payment to Dr. Shanken-Kaye of a retainer for his then current forensic fee, to be paid by the individual making the request.

(The current fee is \$400.00 per hour for testimony and preparation with a minimum retainer of \$3000.00.)

5. Notwithstanding the above, the parties agree that Dr. Shanken-Kaye, at his sole discretion, enjoys free access to the Court to inform the Court of progress or lack thereof in the counseling process. Dr. Shanken-Kaye is free to share his impressions of the cooperation or lack thereof of either party as well as his suggestions to the Court as to how cooperation might be fostered. Charges will be deducted from the retainers.
6. The parties agree that Dr. Shanken-Kaye, at his discretion, will have access to any or all children, as well as the freedom to speak with any counselors treating the children and the parents will sign releases upon request to facilitate this communication. Charges for these contacts will be deducted from the retainers.
7. Dr. Shanken-Kaye shall have the right to contact any other individuals having significant contact with the children including spouses or significant others of the parties. Charges for these contacts will be deducted from the retainers.
8. Dr. Shanken-Kaye will have the right to disclose any information to the attorneys then of record for both parties. Dr. Shanken-Kaye may, at his discretion initiate meetings with both attorneys. These will not be ex-parte but will include both attorneys. Dr. Shanken-Kaye's charges for these meetings will be deducted from the retainers.
9. The parties understand that this agreement is for Forensic Co-Parent Counseling and as such is not governed by any Federal or State Mental Health Procedures Acts nor does it fall under the guidelines of HIPPA as to the disclosure of information. Disclosures of information will be subject solely to the conditions listed herein and/or amended in the future.
10. This agreement may be cancelled by any of the parties upon written notice given 15 days prior to cancellation.

I have read and agree to be bound by the above conditions:

Date: _____

Date: _____