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WELCOME TO MY OFFICE

POLICIES AND PROCEDURES

CLIENT CONSENT FOR PARENTING COORDINATION SERVICES

I am glad that you are here, and I am committed to providing you with quality care. Please take a few minutes to read the following information that will explain my office policies and procedures to you. If you have any questions, please ask and I will be happy to clarify any of the information in this form. Please sign and date this form, acknowledging that you have read and fully understood the information and are consenting to my services in accordance with the Court Order appointing me as your Parenting Coordinator. Please read the Health Insurance Portability and Accountability Act (HIPAA) Notice of Privacy Practices and sign and date the form acknowledging that you have read and understood the HIPAA policies. Finally, please read and sign the attached Waiver detailing certain potential risks to your confidentiality. Thank you.

Qualifications: Your Parenting Coordinator is Honey A. Sheff, Ph.D., a licensed clinical psychologist and a mediator. In this role I abide by the Ethical Guidelines of Mediators. I meet the qualifications specified in the Texas Family Code Chapter 153, Subchapter K, Section 153.610 for appointment as a Parenting Coordinator.

Services: Forensic Services are services ordered by the court, agreed to by parties in a court order related to a court case, or performed with a reasonable expectation that they will be the subject of a future court case. Parenting Coordination is an alternative dispute resolution process, and as such is a forensic service defined by statute in the Texas Family Code, Chapter 153, Subchapter K, Sections 153.605-153.610. The services that you are agreeing to are specified in the Court Order appointing me as Parenting Coordinator and are in accordance with the Texas Family Code Chapter 153, Subchapter K, Sections 153.606.

The Parenting Coordination process requires:

- A valid court order drafted in accordance with the Texas Family Code statute
- Joint meetings with both parents
- Individual meetings with each parent (as needed)
- Reviewing information from collateral professionals (as needed)

During the first few sessions, we will work toward developing an understanding of your needs and a plan for you and/or your family. We will direct our mutual efforts toward agreed upon goals determined by you and your (ex) spouse/partner. Initially we will meet on a regular basis, and then, with success, decrease the frequency of the meetings over time until they are only “as needed”. Since Parenting Coordination involves a commitment of your time, energy, and finances, you should be sure that you are comfortable working with me. If you decide at any time that we are not a good fit you have the right to address that with your attorney, or the Court, and if appropriate, I can provide alternative choices for a Parenting Coordinator. If we decide that other services are needed, I will provide you with appropriate referrals. For Parenting Coordination to be successful it calls for an active effort on your part and will require you and/or your family to work on issues and tasks discussed during the meetings and also in between our meetings. While benefits are expected from the Parenting Coordination

process, specific results are not guaranteed and there are inherent risks. Together we will work to achieve the best results for you.

Although my training, background and experience give me many tools to help you, Parenting Coordination is *not* therapy or counseling and as your Parenting Coordinator I am *not* your therapist. As a Parenting Coordinator I cannot: make formal recommendations, make decisions, serve as a tiebreaker or testify in court.

Confidentiality: Parenting Coordination is a confidential process, as determined and specified by statute in the Texas Family Code as an alternative dispute resolution procedure. As a Parenting Coordinator my records cannot be subpoenaed nor submitted into evidence in any legal proceeding. I cannot be deposed nor can I be compelled to testify regarding either parent or the Parenting Coordination process in any legal action in which you are involved. No information revealed during the course of our meetings will be revealed to anyone other than your (ex) spouse/partner, unless allowed or mandated by law and then, only to the extent required by law. No information will be shared with other professionals, even at your request or with your permission, with the exception of your attorneys, pursuant to the Parenting Coordination statute. Possible legal exceptions to confidentiality include, but are not limited to, the following situations (please review the HIPAA Notice of Privacy Practices for additional exceptions):

- If you reveal information that indicates you are a danger to yourself or someone else necessitating a duty to protect or duty to warn
- If you reveal information about child abuse, neglect, sexual abuse or elderly abuse

Duty to Warn/Duty to Protect: If Dr. Sheff believes that I am in any physical or emotional danger to myself or another human being, I hereby specifically give consent to Dr. Sheff to contact any person who is in a position to prevent harm to me or another, including, but not limited to, the person in danger.

Federal Privacy Laws: Under federal regulations, records related to forensic services are not health care records and are not protected by federal privacy regulations. However, to the degree that I may come into contact with mental health information pursuant to the Parenting Coordination process, such information does fall under the Texas Medical Records Privacy Act and your record will be protected accordingly. Please review the HIPAA Notice of Privacy Practices for additional information. If you have questions about your privacy, which will be protected within the Parenting Coordination statute and these guidelines, please discuss them with me and/or your attorney.

Report to Court: A parenting coordinator shall submit a written report to the court and to the parties and their attorneys as often as ordered by the court. The report must be limited to a statement of whether the parenting coordination should continue. This is the full extent as to the information that can be shared with the court.

By signing this Information and Consent form, you are giving consent for me to share confidential information with all persons mandated by law, and you are releasing and holding me harmless for any departure from your right to confidentiality that may result.

We will utilize unencrypted email, but secure transmission, as a means of communication, including the expectation to copy me on all email communications between you. Any type of audio/visual recording is prohibited in the Parenting Coordination sessions, or phone calls, without prior discussion and my consent. If you have any questions or concerns regarding confidentiality, please discuss them with me.

Appointments: Services are by appointment only and are typically scheduled between 8:00 am and 5:00 p.m. You are responsible for keeping your appointment and arriving on time. In the event that you cannot keep an

appointment, it is your responsibility to call the office at least 24 hours in advance to cancel or reschedule. If one of you is late for a joint appointment, the meeting will not begin until both of you are present, unless specifically addressed otherwise. Please help me serve you better by being responsible for keeping your scheduled appointments and being on time.

The telephone is answered either by the office manager or voice mail, so messages can be left 24 hours a day, 7 days a week. Due to appointment schedules, it may be several hours before I can return your call. Calls received late in the day may not be returned until the following day. After-hours or weekend calls and emails are generally not returned until the next day or the following Monday as I do not check either voicemail or email after work hours or on the weekend.

Emergencies: You may encounter a personal emergency that may require prompt attention. Please contact my office and I will make reasonable efforts to respond to your emergency in a timely manner. If it is after-hours or on a weekend, or you reach the office voice mail during an emergency situation, please follow the emergency instructions on the voicemail, go to the nearest emergency room and ask for assistance, or call 911. When I am out of town, I will provide the name and contact information for an on-call professional.

Termination of Services: Since Parenting Coordination is a Court-Ordered service the court shall reserve the right to remove the Parenting Coordinator at the Court's discretion. Further, the Court shall remove the Parenting Coordinator: on the request and agreement of both parties; or on the motion of a party, if good cause is shown, or if the Parenting Coordinator recommends that the process not continue.

Financial Policy: All appointments are generally 45-50 minutes and are billed on a per session basis at the rate of \$250 per 45-50 minutes. Sessions may be scheduled for a longer period of time and in such instances are billed on a prorated basis. If you call at least 24 hours in advance of your scheduled appointment to cancel, you will not be charged. If you provide less than 24 hours notice, there will be a full-fee charge, emergency situations notwithstanding. I will evaluate each such circumstance and a determination as to the charge will be made at that time, including who will be charged. Clients will not be billed for *concise* phone calls regarding scheduling or other questions. However, I reserve the right to bill for excessive out-of-session communications, if that becomes a significant issue. I do not bill for reading or writing emails, but reserve the right to do so if the email demands become excessively burdensome and time-consuming. I will discuss all such situations with you in advance. I do bill for any telephone conferences with you or other professionals that require formal scheduling on my calendar. If I am summarizing your parenting plan discussions in a memorandum of understanding, I charge a flat fee of 2 hours regardless of the actual amount of time required. Full payment for all services is due at the time of service in the manner detailed in the Court Order. I accept cash, checks, MasterCard, and Visa. Returned checks will be assessed a \$25.00 administrative fee. At times it is easier for billing purposes for you to provide a retainer, with periodic replenishments upon notice. If you are not the responsible party, then the responsible party must provide a retainer or credit card on file. Please be aware that since Parenting Coordination is a forensic service and I do not provide diagnoses, such services are not covered by insurance and you cannot file for reimbursement.

You are responsible for any legal fees that I incur as related to your case or parenting coordination services.

I reserve the right to suspend services if there is an unpaid balance in your account.

Incapacity or Death: I understand that, in the event of my death or incapacitation, it will be necessary to assign your case to another Parenting Coordinator and for that Parenting Coordinator to have possession of my records. By my signature on this form, I hereby consent to Jennifer Leister, LPC to take possession of my record and provide me with copies at my request, and/or to deliver that record to another Parenting Coordinator of your choosing or ordered by the Court.

Please be aware that I share office space, expenses and office staff with Ray Levy, Ph.D. and Jennifer Leister, LPC. We are three independent professional practices and are not in any form of business partnership with each other.

Consent to Parenting Coordination Services: By signing this Client Information and Consent Form as the Client I acknowledge that I have read, understand, and agree to all the terms and conditions contained in this document and the related Court Order in this matter. I have been given appropriate opportunity to address any questions or request clarification for anything that is unclear to me. I am agreeing to have Dr. Honey Sheff provide Parenting Coordination services per the attached Court Order.

Printed Name

Signature—Client

Date

Honey A. Sheff, Ph.D.
Parenting Coordinator

Date

Attachment: Court Order