

## SOLUTION FOCUSED FAMILY CENTER



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## **PARENTING FACILITATION ADVISEMENT FORM**

### **Introduction to Parenting Facilitation Services**

Parenting Facilitation plays a crucial role in supporting families navigating the complexities of shared parenting. The role of a parenting facilitator is defined within the Texas Family Code, emphasizing their duty to educate and empower parents in creating a parenting plan that serves the best interests of their children. As an impartial third party, the parenting facilitator helps parents resolve conflicts and improve communication, ensuring that parenting plans are effectively implemented.

### **The responsibilities of a parenting facilitator include:**

- **Reduce Misunderstandings:** Help parents communicate more effectively to lessen confusion and conflict.
- **Clarify Priorities:** Assist parents in identifying and understanding what is most important for their children's well-being.
- **Explore Possibilities for Collaborative Problem-Solving:** Encourage parents to work together in finding solutions that benefit their children.

- Enhance Co-Parenting Relationships: Foster a cooperative environment where parents can support each other in raising their children.
- Assist Parents in Developing Methods for Collaboration: Provide strategies and tools for parents to work together effectively and understand the parenting plan.
- Facilitate Compliance: Support parents in following through with the established parenting plan and court orders.
- Ensure Adherence to Court Orders Related to Conservatorship, Possession, and Access: Help parents understand and comply with legal requirements regarding custody and visitation.
- Improve Parenting Skills: Offer guidance and resources to enhance parents' abilities in nurturing and managing their children's needs.
- Provide Guidance to Enhance Problem-Solving Abilities: Equip parents with techniques to navigate challenges and resolve conflicts constructively.
- Work Towards Joint Resolutions Regarding Parenting Issues: Facilitate discussions that aim to reach mutual agreements on parenting matters.
- Monitor Compliance with Court Orders: Keep track of how well parents are adhering to the established guidelines and inform the court as necessary.
- Educate Parents: Provide information on child development, effective communication, and co-parenting strategies to support informed decision-making.

The primary focus of parenting facilitation is to reduce parental conflict, thereby enhancing children's emotional well-being. The facilitator acts as a neutral party that parents can approach when disputes arise concerning their children, following the court's directives to assist in compliance.

### **Initiating services:**

After the parenting facilitator accepts the case and has been appointed by a court order, the parents and or their lawyers must provide any pertinent court orders or other reports. In addition, the following is required

1. A copy of the court order name Mindy Harrison as the parenting facilitator.
2. A signed Parenting Facilitation Advisement Form
3. A completed Parenting Facilitation Intake Questionnaire
4. Acknowledgement Notice of Privacy Practices
5. Initial retainer from each party.

### **Contacting the Parenting Facilitator:**

All communications with the parenting facilitator should occur in writing, either via email or sent to the designated mailing address. Please note, communication outside of scheduled meeting times should simply be to schedule appointments, cancel appointments, or any other brief administrative issue. The parenting facilitator only discusses case specific information in person. Please do not deliver information to the interview office outside of scheduled times; all correspondence should be directed to the mailing address or email. The parents shall direct any disagreements regarding the children to the parenting facilitator before seeking court action, unless a child's safety is jeopardized.

**Meetings:**

The parenting facilitator will make case specific decisions on how meetings will occur. Meetings may be joint sessions with the parents, individual sessions with one or both of the parents, sessions involving other relevant family members, meetings with the children, consultation with other family service providers, schools, daycares, and home visits as necessary. The parenting facilitator may interview the children privately in order to ascertain the children's needs as to the issues at hand in the specific case. In conducting such interviews, the parenting facilitator will not encourage or facilitate the children choosing between the parents but may encourage the child to understand they live in multiple homes. During meetings with the parents or others the parenting facilitator may provide education about co-parenting, communication, and child development. The parenting facilitator may provide training for the parents on how to better communicate with each other and their children and may refer the parents to other professionals for additional services.

**Safety Precautions for Participants:**

Special arrangements may be necessary in cases where there is confirmed or suspected violence by one or both parents. To ensure the safety of all participants, meeting times and locations may be adjusted in response to protective orders or requests from the other parent. If there are allegations of violence or threats, parenting facilitation may be initiated with enhanced security measures in place. While appropriate precautions will be taken to safeguard everyone involved, it is important to understand that no guarantee of absolute safety can be made. Adjustments such as changing arrival times or utilizing separate entrances may be implemented to enhance security.

**Electronic Recordings:**

It is essential to understand that no electronic recordings of any type—whether audio or video—may be made during meetings or phone calls without the explicit consent of all parties involved. This policy is in place to ensure privacy and maintain a respectful environment during discussions. Recording conversations without consent can lead to misunderstandings and a breakdown in trust among participants, which can undermine the effectiveness of the communication process. This approach not only respects everyone's rights but also fosters an open and collaborative atmosphere, allowing all parties to engage freely in discussions without the concern of being recorded without their knowledge.

**Confidentiality in Parenting Facilitation:**

Parenting Facilitation is not a confidential process. Parenting facilitation services are not confidential and do not extend to adult property, finances, or issues unrelated to co-parenting. The parenting facilitator is required to submit written reports to the court and to the parties involved, as mandated by court order. Additionally, the facilitator may provide periodic status updates to the court following significant events or instances of noncompliance, with copies of these reports sent to both parents' attorneys. Such reports will not include recommendations regarding possession or access to the children unless specified in the court order. The parenting facilitator is authorized to share pertinent information with other service providers, attorneys, visitation staff, supervisors, or guardians ad litem as necessary to facilitate the process.

For effective parenting facilitation, active participation and open communication from both parents are essential. Should the parents be unable to reach an agreement, the facilitator may be authorized by the court

to make recommendations to help guide them toward resolution. Ultimately, parenting facilitation aims to create a co-parenting plan that addresses both current and future issues related to raising children in a shared environment.

**Crisis Interventions:**

Crisis intervention is a critical support service designed to address urgent situations, but it's important to clarify that parenting facilitation is not an emergency service. If an emergency arises while families are receiving these services, parents are strongly encouraged to call 911 or reach out to appropriate crisis intervention services immediately. Parenting facilitation focuses on helping families navigate co-parenting challenges in a structured environment and does not provide the immediate support required in a crisis. Ensuring the safety and well-being of all family members is paramount, and seeking professional help in emergencies is essential for effective resolution.

**Our Family Wizard:**

Parents must enroll in the Our Family Wizard program at [www.ourfamilywizard.com](http://www.ourfamilywizard.com) and communicate with each other using this platform. It's important to note that Solution Focused Family Center and its staff have no affiliation with Our Family Wizard. Any communication from the parenting facilitator sent through Our Family Wizard to one or both parents is considered part of the parenting facilitation process. Individual feedback may be given, similar to what is provided during one-on-one appointments with each parent.

**Initial Retainer:**

An initial non-refundable retainer of \$1,500, per party, is required to begin the intake process. This covers six (6) hours of services for each parent. The court may order each participant to pay an equal share of the fees, assign one participant to pay the total fee for the evaluation, or order a disproportionate split of the fees for the evaluation. Payment may be made by check or money order made out to "Solution Focused Family Center." The client understands that this retainer may be increased based on additional individuals to be interviewed, the necessity of extensive records review, or other case-specific factors, and that any additional retainer amount is due upon billing and prior to submission of the report to the court.

**Ongoing Fees:** Mindy Harrison's hourly rate is \$250 per hour. The hourly rate is charged for all meetings, phone contact, email contact, collaboration with attorneys, collaboration with other professionals, review of basic documentation, completion of a reports to the court, review of depositions, review of Child Protective Services records, or other substantial records review. Unless otherwise specified, work is billed in quarter hour increments based on a standard hourly rate of \$250 per hour: Unless otherwise specifically ordered by the court fees for services will be split between the parties.

Services will be charged against the initial retainer of \$1,500. Both parties are required to replenish the retainer when it reaches \$500 or less. Once this threshold is reached, both parties will be notified to add funds to the retainer. If parenting facilitation services are no longer needed, any remaining balance on the retainer will be refunded, but only up to the amount left in the account. If one party fails to make the full payment, any reimbursement issues may need to be resolved in court. This ensures that the process remains fair and that both parties are held accountable for their financial responsibilities.

**Form of Payment:**

Payment should be made in the form of check or money order made out to Solution Focused Family Center; no electronic payments are accepted. Returned checks will be charged the maximum fee allowable under law. The client understands they are responsible for any and all fees incurred by the parenting facilitator in relation to this case, and any and all work done by the parenting facilitator in relation to this case.

**Other costs:**

The client understands that each of the parties will be responsible for any fees for production of third-party records or other information related to this case. The client understands that if parenting facilitation services are no longer required, costs for postage, copying of records, and other administrative costs will be deducted from the retainer. The client acknowledges that time in administrative tasks is billed at the standard hourly rate and that copies of records produced by Solution Focused Family Center are billed at the same fee as charged by the Denton County District Clerk's office.

**Late Cancellation of Appointments:**

Cancellation of any appointment with less than 72 hours' notice will incur a one-hour service fee. The client canceling will be responsible for this fee. Please be aware that any reason for canceling an appointment, whether due to illness, changes in work schedules, or any other circumstance, will still incur the \$250 one-hour service fee. The client canceling without proper notice will be responsible for this fee, as we have reserved that time specifically for your family and could have accommodated other clients during that slot. This policy ensures fairness and helps accommodate the time reserved for each session.

**Interpreter Services:**

If the court determines that the primary language of the parties is not English, the parenting facilitator will select a licensed or certified interpreter to assist during the proceedings. Please note that all costs associated with the use of the interpreter will be covered in accordance with the court order. This ensures effective communication and understanding throughout the process.

**Court Appearances Fees:**

If Mindy Harrison, LCSW-S receives a subpoena, the requesting lawyer must contact our office to arrange a time for the subpoena to be served. The fee for any requested appearance, including subpoenas, settlement conferences, or dispositions, is \$350 per hour, with a minimum charge of \$1,400 for four (4) hours, payable upon receipt of the subpoena. A retainer of \$2,400 is required for a full day (8 hours), and a \$1,400 retainer is required for a half-day (4 hours), both payable in full upon receipt of the subpoena.

We require a minimum of 7 working days' notice to accommodate any schedule changes for our other clients. Legal cases necessitate significant time to be cleared from our calendar, along with additional professional preparation for any requested appearance, including subpoenaed or telephonic appearances. Fees are due no later than 7 days prior to the court date and are nonrefundable, as we must clear our schedule regardless of whether the hearing occurs.

Please note that if an appearance request is received with less than 7 days' notice, the appearance fee is due immediately, along with an express charge of \$350. Additional fees for documentation preparation may also apply, as outlined in the advisement form. Any additional time spent by our evaluator in case preparation, travel, and witness time will be billed at an hourly rate of \$250.

Clients are responsible for any attorney fees and costs incurred by Solution Focused Family Center and Mindy Harrison, LCSW-S, due to legal actions, such as filing a Motion to Quash. If Mindy Harrison, LCSW-S is requested to appear in court by you or another party, you will be billed for all professional time, including preparation and transportation costs, given the complexity of legal proceedings. Failure to provide the specified fees constitutes a release from the requested appearance.

#### **Travel Fees:**

If Mindy Harrison, LCSW-S is required to travel outside of Tarrant County and its contiguous counties (Collin, Denton, Dallas, Parker County) to testify, an additional travel fee will apply. This fee structure is as follows:

- Commute of up to 2 hours: \$500
- Commute of up to 4 hours: \$1,000
- Commute of up to 6 hours: \$1,500
- Commute of up to 8 hours: \$2,000

These fees cover travel time to and from the court hearing or deposition for out of county meetings or hearings. For evaluations requiring airline or overnight travel. The client understands that fees are charged for travel time and travel expenses. Such travel time is logged as any time spent between originating airport and hotel, and is charged as noted above. Travel expenses include the full expense of the airfare, additional travel retainer will be calculated based on expected travel time and expenses and is due before any travel arrangements will be made. Additional costs for travel-related expenses, such as airfare, lodging, parking, meals, and transportation, will also apply.

An invoice will be sent to the requesting party, and payment is due upon receipt. Please be advised that failure to pay the minimum required fees as specified will constitute a release from the requested or subpoenaed appearance.

#### **Financial Obligations:**

Although the client may be providing payment to the parenting facilitator they are working for the court and the recommendations made by the parenting facilitator may or may not favor their position or be something that they are in agreement with. The client is responsible for any and all fees incurred by the parenting facilitator in relation to this case, and any and all work done by the parenting facilitator in relation to this case. Retainer accounts are kept per case, not per parent.

**Services not provided:** The parenting facilitator is not providing therapy, counseling, or any form of treatment. Should these or other service needs be indicated the parenting facilitator will make appropriate recommendations. The parenting facilitator is not providing mediation, parenting coordination, or any other

service outside of a child custody evaluation. Should the court or the attorneys request the parenting facilitator to participate in a settlement conference they will do so only as a parenting facilitator and only for the purposes of clarifying, explaining, or otherwise communicating the results of their sessions and reports.

The parenting facilitator is not an attorney and that if the client has any questions regarding legal matters they should consult with an attorney. It is inappropriate for someone not trained as an attorney to respond to questions concerning legal matters and the client recognizes they cannot request the parenting facilitator to do so. The client understands they are to provide their attorney copies of any information they provide to the parenting facilitator so that proper discovery procedures may be complied with. The client understands that any copies of electronic records submitted by them to the parenting facilitator must be sent through their attorney. The client understands that the parenting facilitator will not review any audio or video recordings unless all parties have been provided copies and all parties have agreed in writing for the parenting facilitator to do so, or the court has ordered such a review.

**Professional practice statements:** For the purposes of reporting violations of licensing rules or regulations the Texas State Board of Examiners of Social Workers can be contacted by mail at Complaints Management and Investigative Section, P.O. Box 141369, Austin, Texas 78714-1369, and by telephone at 800-942-5540.

The client understands and acknowledges that the outcome of the parenting facilitation may or may not favor my position or be something that they are in agreement with. The client understands that complaints regarding conclusions and recommendations in the evaluation must be directed to the court, as the licensing board handles only complaints regarding violation of licensing rules and regulations.

The client understands that the program director is custodian of records for Solution Focused Family Center. In the event of the program director's death, incapacity, or termination of practice, custody and control of records maintained by Solution Focused Family Center will be turned over to Aaron Robb, Ph.D or, in the event of Dr. Robb's death, incapacity, or termination of practice, other successors as selected by the program director.

**Insurance coverage:** The client understands that none of the services provided to them in this case are covered by insurance as the evaluation is for legal (not treatment) purposes, and is not therapy.

- The parenting facilitator may be required to testify in open court in the course of litigation. Any information provided to the court may become public record.
- The parenting facilitator may be required to make a report to the court and the attorneys of record. A copy of the written report and the written materials provided to the court are provided to the attorneys of record and clients who represent themselves at the time the report is filed with the court.
- All information provided to the parenting facilitator will become part of the parenting facilitator's records and is available for review by the attorneys of record and clients who represent themselves.
- The parenting facilitator may confer with mental health professionals, doctors of medicine, education and child care personnel, personal references, other governmental entities, attorneys of record, and such other persons as have or need information directly related to the best interest of the children in question.

- The parenting facilitator may be required to disclose situations where clients are a danger to themselves or someone else; abuse, neglect, or exploitation of a child, elderly, or disabled person; or as otherwise required by law.

**Willingness to Act in Good Faith:**

The client understands that their participation with a parenting facilitator can be instrumental in reducing the conflict between co-parents. The client agrees to maintain a serious commitment to the program by abiding by the guidelines and requirements of the program as noted herein. Further, the client agrees to maintain scheduled appointments and will not interfere in the process by refusing to attend sessions or frequently rescheduling appointments.

The client understands by signing this they are allowing free and open disclosure between the parenting facilitator and each parent, children, lawyers, teachers, Courts or other parties as deemed necessary by and at the discretion of the parenting facilitator.

The client commits that they will attempt to resolve disagreements with the other parent whenever possible. The client understands that they may make joint parenting decisions in their children's best interests at any time without the parenting facilitator's assistance. The client will provide notice to the parenting facilitator of any agreements reached with the other parent outside of the parenting facilitator process.

**Do not sign this form unless you have read and understood it.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name