



Ronald G. Silikovitz, Ph.D.

Director

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PARENTING COORDINATOR RETAINER AGREEMENT

I, _____, agree to retain
(print name)
Ronald G. Silikovitz, Ph.D. as a Parenting Coordinator per the _____ order of
Hon. _____.



GENERAL PROVISIONS:

In his role of court-appointed Parenting Coordinator, Dr. Silikovitz will intervene between the parties on pertinent issues relating to the children. As Parenting Coordinator, he will assist the parties in coming to appropriate decisions that are in the best interests of their children. He will remain objective, neutral, and impartial.

Dr. Silikovitz will educate, mediate, monitor, and make recommendations when necessary in order to insure that pertinent court orders are enforced in the children's best interests. He will assist the parties in developing and implementing an effective parenting plan. He will be available to assist the parties in resolving disputes that may arise in connection with the parenting plan.

Dr. Silikovitz will interview and communicate with any parent, child, or collateral individual to gather information that he may need to help resolve disputes. The parties shall cooperate and sign releases as requested by Dr. Silikovitz.

RECOMMENDATIONS:

From time to time, Dr. Silikovitz will make **recommendations** to the parties for their consideration.

- (1) When one or both parties do not accept given recommendations, then, if stipulated in the court order, Dr. Silikovitz will decide the issue and put his decision in writing if indicated.
- (2) If decision-making on the part of Dr. Silikovitz is not stipulated, he will make every effort to assist the parties in coming to an agreement on an issue.
- (3) When both parties accept Dr. Silikovitz' recommendations/decisions, they will be reduced to writing and will be forwarded to the parties if indicated.
- (4) From time to time, Dr. Silikovitz may prepare written communications to the court and/or the attorneys, even on matters on which the parties have not reached agreement.

NO CONFIDENTIALITY: I understand that, in the sessions with Dr. Silikovitz, the traditional rules of **confidentiality** between a patient and a psychologist DO NOT apply. I also understand that the traditional rules of confidentiality that exist in mediation DO NOT apply. I hereby grant Dr. Silikovitz the authority to communicate the contents of sessions, telephone contacts, email contacts, and any other communications, if he sees fit, to the court and/or the attorneys of record.

FURTHER RESPONSIBILITY OF PARENTING COORDINATOR: I agree, further, that, as Parenting Coordinator, Dr. Silikovitz has the authority to

- (1) recommend additional services (such as parenting classes, individual or family therapy, mediation, therapeutic mediation, drug screens, etc.)
- (2) send updates to the court and/or the attorneys of record when indicated
- (3) make temporary modifications to parenting time and other parenting plans (e.g., drop-off location, telephone calls, procedures, etc.)

DOCUMENTS:

The parties are responsible to arrange that they or their attorneys forward to Dr. Silikovitz, on a timely basis, any **documents** that are deemed relevant to the Parenting Coordinator process. These should include, but not be limited to, relevant court orders, consent orders, judgments of divorce, post-judgment agreements, expert evaluations, and medical and school record

TERMINATION OF APPOINTMENT:

During the term of Dr. Silikovitz' appointment, he may withdraw from service at any time, on ten days notice to the parties and the court, if he determines his resignation to be in the best interests of the children, or if he is unable to serve out the term specified by the court. Alternatively, Dr. Silikovitz' involvement in this case will terminate upon receipt of written notification from the court and/or both parties that his services are no longer necessary.

GRIEVANCE PROCEDURE:

A party having a **complaint or grievance** shall discuss the matter with Dr. Silikovitz in person in an attempt to resolve it, before pursuing it in any other manner. If the issue remains unresolved, the aggrieved party shall submit a written letter to Dr. Silikovitz, detailing the complaint or grievance. A copy of this letter shall, at the same time, be provided to the other party, both attorneys (if any), and the attorney for the child(ren), if one is in place. Dr. Silikovitz shall, within ten days, provide a written response to both parties and the attorneys. Dr. Silikovitz may, at his discretion, schedule a meeting or conference call with the parties and/or the attorneys in an effort to resolve the complaint. In situations where the grievance or complaint is not resolved by this process, the dissatisfied party may request a court hearing to address and resolve the issues that have been raised.

FEES:

The **initial retainer fee** is \$_____ per party. Unless otherwise ordered by the court, each party will be responsible for one-half the fee for services. The retainer fee will be used for services as follows:

- (1) For time spent in meeting with the parties and/or their children, either together or individually, the fee is \$300 per each forty-five minute session.
- (2) For time spent in collateral contacts in person or by telephone, the fee is \$300 per hour, prorated for the actual time spent.
- (3) For time spent in preparing reports or letters, or in making telephone calls to the attorneys and/or the court, the fee is \$300 per hour, prorated for actual time spent.

Because the scheduled appointment time is held exclusively for your family, advance notice of cancellation is expected. Session cancellation charges are as follows:

24 hours notice	no charge
4 to 24 hours	half the session fee
less than 4 hours	full session fee

If the retainer fee is not fully used, Dr. Silikovitz will remit any overpayment when the court and/or both parties stipulate that his services are no longer necessary. Dr. Silikovitz is to remain in his role as Parenting Coordinator unless and until both parties agree that his services are no longer necessary, or the court determines that his services are no longer necessary. One party may not unilaterally terminate Dr. Silikovitz' Parenting Coordinator services.

If and when charges exceed the retainer, I agree to remit immediately to Dr. Silikovitz additional retainer fees in the amount of \$ _____ to cover additional fees. I understand that a delay in this payment may result in a suspension of Dr. Silikovitz' services as Parenting Coordinator until such time as payment is current.

My signature on this page indicates that I have read these provisions and agree to them.

(signature)

(date)

(signature)

(date)

(signature)

(date)