

**Dana L. Cogan, M.D.**  
**4643 South Ulster Street**  
**Suite 1220**  
**Denver, CO 80237**  
**303-221-2602**

ARBITRATION

FEE AGREEMENT

This Agreement is among \_\_\_\_\_, \_\_\_\_\_ (the “Parties”) and Dana L. Cogan, M.D. (“Dr. Cogan”) and is dated as of \_\_\_\_\_, 2012.

1. We hereby employ Dr. Cogan to help us address and resolve complex parenting issues pertaining to our child(ren) by means of arbitration.
2. We hereby appoint Dr. Cogan to help us resolve the following issues:

---

---

---

---

---

---

3. We understand that arbitration is a process in which a binding decision is made by the arbitrator.
4. Dr. Cogan shall serve as our arbitrator until such time as we agree to appoint a different arbitrator, the Court appoints a different arbitrator, Dr. Cogan resigns, or for a specified period of time determined at the outset of the process.
5. If we agree upon a specified period of time at the outset of the process, the term of Dr. Cogan’s appointment shall be: \_\_\_\_\_
6. We acknowledge and agree that Dr. Cogan will not act as a Parental Responsibility Evaluator (C.R.S. §14-10-127), a Child and Family Investigator (C.R.S. §14-10-116) (“CFI”), a Parenting Coordinator (C.R.S. §14-10-128.1), or a Decision-Maker (C.R.S. §14-10-128.3), and that he will not be able to assume those roles in our case in the future.

7. We have been advised that, even though Dr. Cogan is a board certified psychiatrist, he will not provide psychotherapy or medication for any of the members of our family, and he will not be able to provide those services to us after we have completed the arbitration process.
8. We understand that Dr. Cogan will not offer legal advice. Each parent is advised to retain his or her own attorney in order to be properly counseled about his or her legal interests, rights, and obligations.
9. We agree that, in the best interests of our child(ren), we shall fully disclose information pertinent to the issue(s) in our case. We acknowledge that our failure to do so could negatively impact the outcome of the arbitration process.
10. We understand that if arbitration is to be successful, open and honest communications are essential. Even so, all written and oral communications, and statements made during the course of arbitration, will not be treated as privileged settlement discussions and are not absolutely confidential.
11. We understand that Dr. Cogan will issue an Arbitration Award at the end of the process which will be submitted to the Court, and that any and all information that is presented during the arbitration process may be included in the Award.
12. Furthermore, we understand that Dr. Cogan is required to report suspected child abuse to the Department of Human Services and/or the police.
13. We agree that Dr. Cogan shall not be called as a witness in any capacity unless we both agree in writing to permit his testimony in court.
14. We understand that we may proceed with arbitration in either a formal or an informal manner.
15. We understand that an informal manner could be limited to Dr. Cogan's speaking with us without attorneys present, reviewing documents that we provide, speaking with professionals that we select, and then issuing an Arbitration Award, or might involve the presentation of information in some other manner about which we agree without the requirements associated with a formal arbitration hearing.
16. We understand that in the case of an informal arbitration we may agree to Dr. Cogan consulting with expert witnesses, such as psychotherapists, Child and Family Investigators, Parental Responsibility Evaluators, school teachers, physicians, etc. outside of the hearing and may agree that the information obtained from experts should be considered by Dr. Cogan when arriving at an Arbitration Award.

17. We understand that we may request a formal arbitration hearing. In that event, the following procedures shall apply:

i) The hearing date and time shall be determined by mutual agreement of the parties. Notice of the hearing shall be provided via U.S. mail, postage prepaid.

ii) Dr. Cogan, at his sole discretion, may grant a continuance of the hearing upon request of either party for good cause or by stipulation of the parties.

iii) All hearings will be held at Dr. Cogan's office.

iv) Either party may be represented by counsel at the hearing. A party intending to be so represented shall notify the other party and Dr. Cogan at least seven days prior to the date set for the hearing at which counsel is first to appear. When an arbitration hearing is initiated by counsel, or when an attorney replies for the other party, such notice is deemed to have been given.

v) One week in advance of the hearing, or at such time designated by Dr. Cogan, each party shall submit a statement to Dr. Cogan and the other party or that party's counsel that summarizes the matters in dispute, the legal issues pending and legal authorities that support his or her position when appropriate, a list of witnesses who shall testify, and a brief summary of each witness' testimony.

vi) Either party may provide a certified court reporter provided that person assumes responsibility for all expenses associated with a record of the proceedings, or the parties may decide to share the costs if both parties wish for a court reporter to be present.

18. We understand that there shall be no ex parte communication with Dr. Cogan during the arbitration process, meaning that he shall not speak with either parent and/or their attorneys unless the other parent and/or his or her counsel is present in person or by conference call.

19. We understand that upon completion of the arbitration process, Dr. Cogan shall issue an Arbitration Award in writing and deliver a copy of the Award to each of us and our respective attorneys within fourteen (14) days from the date of the completion of the last session, or at a later date as circumstances dictate.

20. We understand that the Arbitration Award shall be binding on both parties subject to the provisions of C.R.S. 14-10-128.5 and shall be filed by Dr. Cogan with the District Court to be confirmed by the District Court in accordance with C.R.S. 13-22-213.
21. We understand that according to the provisions of C.R.S. 14-10-128.5, either of us may request a De Novo review by the Court. We furthermore understand that in the context of a De Novo review, the Court shall order the non-prevailing party to pay the fees and costs of the prevailing party as well as Dr. Cogan's fees incurred in responding to that request unless the Court finds that such an order would be manifestly unjust.
22. We understand that any application for correction or modification of an Arbitration Award due to misstatement of facts, misspelling, or other such error, pursuant to C.R.S. 13-22-215, shall be directed to Dr. Cogan first, rather than the district court, within twenty (20) days of the issuance of the Award.
23. We authorize Dr. Cogan to interview our child(ren) privately to ascertain his/her/their needs regarding the issues to be arbitrated. The specifics of the discussion(s) between Dr. Cogan and our child(ren) shall remain confidential between them.
24. We agree to pay Dr. Cogan an hourly fee of \$250.00 (billed in 15 minute increments) for time spent speaking with us in person or by telephone, reviewing documents, conducting conferences with our attorneys, conducting an arbitration hearing, preparing an Arbitration Award, and any other time spent assisting us with the resolution of disputes between us. We further agree to pay Dr. Cogan for time spent reviewing and responding to emails. We understand that Dr. Cogan cannot guarantee the confidentiality of email communications even though he uses appropriate firewall protection.
25. We will provide Dr. Cogan an initial retainer in the amount of \$3,000.00 one week in advance of the scheduled hearing. Should the initial retainer be exhausted, Dr. Cogan may require further retainers in such amounts as he deems necessary. Dr. Cogan may cease providing services until such time as the retainer has been replenished. Dr. Cogan shall promptly refund any unused portion of the retainer at the completion of the arbitration process.
26. We agree to share the responsibility for payment of Dr. Cogan's fees and costs as follows: \_\_\_\_\_

27. CANCELLATION POLICY: We understand that, if we have reserved time for an arbitration hearing and must cancel the appointment, we must do so at least 48 hours prior to the hearing or Dr. Cogan shall charge the canceling parent for the full amount of the time reserved unless there is a genuine emergency, illness, or unsafe traveling conditions.

28. I have read, understand and agree to each of the provisions in this Agreement.

Date: \_\_\_\_\_

Parent

I have read, understand and agree to each of the provisions in this Agreement.

Date \_\_\_\_\_

Parent

ACCEPTED

\_\_\_\_\_

Dana L. Cogan, M.D.

Date: \_\_\_\_\_