

Decision-Maker Agreement

Decision-Maker

We, _____ and _____
hereby appoint Dana L. Cogan, M.D. to serve as our Decision-Maker (DM) pursuant to C.R.S. 14-10-128.3 to make binding decisions for us regarding the implementation or clarification of existing court orders pertaining to our child(ren), including but not limited to disputes regarding parenting time and parental decisions in one or more of the following areas: health, education, religion, and extracurricular activities.

Dr. Cogan was ordered by the Court to serve as our DM on _____.

We agree that Dr. Cogan shall have binding authority over the types of decisions delineated in the court order pertaining to his involvement as our DM. We understand that Dr. Cogan is not serving as our Arbitrator pursuant to C.R.S. 14-10-128.5 and therefore is not subject to the Uniform Arbitration Act, C.R.S. 13-22-201 et seq.

It is our intent to resolve disputed issues ourselves through facilitated negotiations as much as possible. In the event that we are unable to reach a mutually satisfactory resolution regarding a disputed issue, we ask that Dr. Cogan serve as our DM and make a decision for us based upon the information we have provided and any other additional information we deem relevant. We understand that when additional information is provided, that information will be made known to the other parent who will have an opportunity to respond to it.

Although a formal hearing will not occur, we understand that Dr. Cogan may ask us for written positions regarding the issues in dispute and may wish to speak with us further either together or individually when arriving at a decision that he believes to be in the best interest of our child(ren). We understand that when Dr. Cogan elects to speak with either of us individually, he will maintain impartiality and objectivity when reaching a decision regarding the issue(s) in dispute.

We agree to copy the other parent on all correspondence sent to Dr. Cogan via mail, email, fax, or hand-delivery with a "cc" noted on the document unless otherwise directed by Dr. Cogan.

We understand that Dr. Cogan will issue a written decision regarding the issue(s) in dispute and deliver a copy to each of us and to our respective attorneys (if applicable) by U.S. mail within 20 days after the date the decision is made. We understand that all decisions shall be effective immediately upon issuance and shall continue in effect until vacated, corrected, or modified by Dr. Cogan or until an order is entered by a court pursuant to a de novo hearing.

We hereby authorize Dr. Cogan to include any agreements that we make during the facilitated negotiation (PC) portion of the process in the Decision that he makes and files with the Court.

We understand that Dr. Cogan will submit his decision to the District Court to be confirmed. The court will either mail confirmation orders to the parents and/or their attorneys, or mail the confirmation order to Dr. Cogan for distribution to the parents and/or their attorneys.

We understand that either of us may file a motion with the court requesting that Dr. Cogan's decision be modified by the court pursuant to a de novo hearing and that such a motion must be filed no later than 30 days after the date the decision is issued by Dr. Cogan.

We understand that if a court grants a party's request for a de novo hearing to modify Dr. Cogan's decision and the court substantially upholds Dr. Cogan's decision, the parent who requested the de novo hearing shall pay the fees and costs of the other parent and shall pay the fees and costs incurred by Dr. Cogan in connection with the request for the de novo hearing unless the court finds that it would be manifestly unjust.

We understand that unilateral withdrawal or non-participation in the decision-making process will not prevent the process from moving forward, and that Dr. Cogan will make a decision based on the information he has been provided even if it comes from only one parent.

Duration of Appointment, Fees, and Other "Business" Matters

Dr. Cogan shall serve in the capacity of our DM for a period of _____ months from the date of the court order appointing him to serve in this capacity. The term shall be no longer than two years unless we and Dr. Cogan agree to extend it. In that event, a new agreement shall be executed based on a new order which we shall obtain from the Court.

Dr. Cogan's service as our DM may be terminated in less than two years if we both agree that we would prefer to work with a different professional or Dr. Cogan decides to withdraw.

We agree to pay Dr. Cogan at the hourly rate of \$240.00 for all time spent working with us including time spent speaking with us in person or by telephone, reviewing documents and correspondence, conducting conferences with our attorneys and other professionals, and preparing and issuing of Decisions at his hourly rate billed in 15 minute increments.

We understand that Dr. Cogan may also review and respond to emails for which he also charges. We understand that Dr. Cogan cannot guarantee the confidentiality of email communication even though he uses appropriate firewalls.

We agree to provide Dr. Cogan an initial retainer in the amount of \$1,500.00. We also agree to rejuvenate the retainer each month depending on the likely cost of services for the following month. Dr. Cogan will indicate that amount (which may be zero) on the billing statement that he sends to us. We understand that Dr. Cogan will cease working on our case should either of us fail to keep the retainer current and will resume working only after the retainer has been rejuvenated.

We shall pay Dr. Cogan's fees and costs in the following manner:
_____ shall pay _____ % and _____
shall pay _____ %.

We understand that we must provide Dr. Cogan at least 24 hours notice in the event of a cancellation and that without such notice he shall charge the canceling parent for the full amount of time reserved unless there is a medical or family emergency, weather that would make traveling dangerous, or an illness that would make attending a scheduled meeting unsafe.

Other Provisions Pertaining to Dr. Cogan's Role as Our DM.

Appointments with Dr. Cogan may be scheduled at the request of either of us, and may take place in person or by telephone. We agree to make a good faith effort to be available for appointments when requested to do so by the other parent or the DM.

We understand that Dr. Cogan will use his discretion when determining whether to meet with us together or individually depending on the nature of the issue(s) and his assessment of the most profitable method to achieve the current goal(s). Dr. Cogan will also use his discretion when deciding to include our child(ren), current spouses, extended family members, or significant others in the process.

We authorize Dr. Cogan to speak with our child(ren) confidentially to ascertain our child(ren)'s needs regarding the issue(s) in dispute. We agree that he will not be required to release information provided by our child(ren) at a later time.

We understand that although Dr. Cogan is a board certified psychiatrist, he is not functioning as a psychotherapist for either of us or our child(ren).

We understand that Dr. Cogan is not an attorney and cannot provide legal advice.

We understand that pursuant to C.R.S. 14-10-128.3 that a DM may not be called as a witness or be required to produce records in judicial, administrative, or court proceedings between us.

We understand that Dr. Cogan must contact the Department of Human Services and/or the police if he has reason to suspect child abuse.

We understand that Dr. Cogan will break the confidentiality of our professional relationship if he believes that either of us or our child(ren) are in imminent danger of physically harming himself or herself, or another person.

We agree to sign releases of information when Dr. Cogan asks that we do so, recognizing that he may need to speak with other professionals (such as psychotherapists, evaluators, former CFIs, physicians, school teachers, nannies, and others) to provide optimum service. We agree that the information obtained may be used by Dr. Cogan when arriving at a Decision and that Dr. Cogan is not required to reveal the details of the information he uses.

We agree to provide Dr. Cogan with all relevant court orders, stipulations, reports (such as a CFI report, a parental responsibility evaluation, and the results of psychological testing), and any other documents that are needed for him to assist us as our DM.

We agree to keep Dr. Cogan up-to-date regarding the attorney(s) who represent us, and to notify him whenever our attorney(s) withdraw from representation.

We understand that Dr. Cogan does not provide coverage for DM services when he is on vacation or out of town on business.

We have reviewed this Agreement in its entirety and by our signatures below acknowledge and agree to all of its terms.

Parent

Date

Parent

Date

Dana L. Cogan, M.D.

Date