

Dana L. Cogan, M.D.

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EARLY PARENTING PLAN MEDIATION

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 create or revise our Parenting Plan. We acknowledge that we are entering into this relationship because we love our child(ren) and believe that it is in their best interests to design a co-parenting relationship that supports them and protects them. We acknowledge and agree that:
 - a) The manner in which we resolve conflict will have a significant impact on our ability to have a healthy co-parenting relationship after the divorce; and
 - b) Our ability to successfully resolve conflict will have a positive effect on the emotional development and social well-being of our child(ren) throughout the entire course of their lives; and
 - c) Our ability to work together will reduce the possibility that our child(ren) will experience psychological, developmental and relationship problems as they age.
2. We agree that, in the best interests of our children, we shall fully disclose information pertinent to the issues in our case. We acknowledge that our failure to do so could negatively impact the outcome of the Early Parenting Plan Mediation (hereafter known as EPPM) process.
3. We understand that, while Dr. Cogan will not provide specific recommendations regarding the Parenting Plan, it is his responsibility to:

- a) Provide a method that we may use to determine what we need to resolve disputes regarding the children and to identify obstacles that we must overcome if we are to resolve those disputes;
 - b) Provide information, when appropriate, regarding child development, the impact of divorce on family members, the nature of conflict, dispute resolution, various parenting time schedules, decision-making structures, and other issues that apply to our situation;
 - c) Facilitate an agreement regarding the Parenting Plan that is in our child(ren)'s best interest by giving us plan components to consider and by providing suggestions for reasonable compromises when we disagree.
4. We understand that Dr. Cogan will, in his discretion, assess the most profitable format and methods to resolve disputes regarding the parenting plan that is in the best interest of our children and will, in that regard, determine whether to meet with us together or individually. Dr. Cogan will use his discretion when deciding to include our child(ren) in the process. If he decides to include our child(ren) in the process, we authorize Dr. Cogan to speak with them confidentially to ascertain their needs. We agree that Dr. Cogan shall not, at any time, be required to release information provided to him by our child(ren).
 5. If we are able to reach a successful conclusion in this matter, we may ask Dr. Cogan to prepare a Memorandum of Understanding for our review and approval. The Memorandum of Understanding may be used as the basis for a formal agreement that will be prepared by us or our attorneys for our signatures and submission to the Court.
 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 EPPM process.
 8. Dr. Cogan is not an attorney and cannot give legal advice. Further, Dr. Cogan does not have decision-making authority in our case.

9. The EPPM process shall remain confidential unless:
 - a) Dr. Cogan believes that either of us or our child(ren) are in imminent danger of physically harming himself, herself, or another person
 - b) Dr. Cogan believes that he has reason to suspect child abuse, in which case he must contact the Department of Human Services.

With the exception of our family law attorneys, we may not require Dr. Cogan to speak with anyone about his analysis of our situation including but not limited to other family members, other attorneys, and other mental health professionals who may be appointed by the Court to evaluate or investigate our family.

10. Dr. Cogan shall not be called as a witness in any capacity or be required to produce records in any legal proceeding and, if either of us attempts to call him as a witness or obtain a copy of his records, that person shall pay for 100% of Dr. Cogan's time spent, his attorney's fees, and other costs associated with his responding to a motion, subpoena, or any other legal process.
11. We understand that participation in the EPPM process is voluntary and that either of us may terminate the process at any time. We also understand that Dr. Cogan may terminate the process at his sole discretion. If either of us decides to terminate the process, that person will discuss his or her decision in the presence of the other parent and Dr. Cogan.
12. We agree to pay Dr. Cogan a fee of \$225.00 per hour (billed in 15 minute increments) for time spent speaking with us in person or by telephone, reviewing questionnaires, conducting conferences with our attorneys, preparing a summary of his analysis of our situation or a Memorandum of Understanding, and any other time spent assisting us with the development of a Parenting Plan. We further agree to pay Dr. Cogan \$5.00 per minute 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. We will provide Dr. Cogan an initial retainer in the amount of \$2,000.00 on or before the date of first meeting. 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 EPPM process.
13. CANCELLATION POLICY: We understand that, if we have reserved time for a session and must cancel the appointment, we must do so at least 24 hours prior to the

appointment or Dr. Cogan shall charge the cancelling parent for the full amount of the time reserved unless there is a genuine emergency, illness, or unsafe traveling conditions.

14. We agree to share the cost of the EPPM process and agree as between ourselves that _____ shall be responsible for _____% of the fees and costs, and _____ shall be responsible for _____% of the fees and costs incurred for the EPPM process.

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

Date: _____

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

Date _____

ACCEPTED

Dana L. Cogan, M.D.

Date: _____