

**Cher L. King, Ph.D.**  
Licensed Psychologist

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## **SPECIAL MASTER IN DOMESTIC ISSUES INFORMED CONSENT AND AGREEMENT TO PARTICIPATE**

*This Agreement does not take the place of a court order. A court order is required for Dr. King to serve as a Special Master and Dr. King must agree to accept the appointment. The Order will take precedence over this Agreement. However, this Agreement is binding with regard to content that is not contraindicated by the Order.*

### **Purpose and Scope of Work**

The purpose of this work is to facilitate the will of the court by resolving disputes between parents/guardians who are experiencing difficulties with parenting, co-parenting, child protection, or other matters identified by the Court, the parties, or the Special Master. Attempts will be made to help parties resolve disputes themselves. However, Dr. King is authorized to make decisions when parties are unable to reach agreement.

### **Confidentiality/Communication**

Confidentiality cannot be claimed when services are court-ordered. Dr. King may provide feedback to attorneys and the court about the status of this work, including the progress parties are making. This may include her opinion of the extent to which the parties are cooperating with one another and with her recommendations and decisions. It may include her opinion of whether the work is effective in resolving conflicts and, if not, what specific obstacles exist, including any unhelpful attitudes and behaviors of the parties. Parties are hereby informed that release of this information by Dr. King could potentially impact future court orders.

Audio/video recordings of any communications with Dr. King may not be made.

There are certain situations in which Dr. King is required by law or ethical code to reveal information obtained during the provision of her services.

*If a person reveals that abuse or harmful neglect of children, the elderly, or of a disabled or incompetent individual has taken place and has not been previously reported, Dr. King is required to report this to the proper authorities.*

*If a person threatens bodily harm or death to another person, Dr. King is required to inform the intended victim and appropriate law enforcement agency. If a person*

*your initials* \_\_\_\_\_

*attorney's initials* \_\_\_\_\_

*threatens bodily harm or death to herself, Dr. King is required to inform the appropriate authorities of their self-destructive intentions. If a communicable disease is reported to her she is required to report that disease to the Utah State Department of Health. If you file a worker's compensation claim she must furnish relevant mental health records to certain individuals or organizations.*

*If a person files a complaint or brings malpractice action against Dr. King or otherwise alleges she has violated legal or ethical codes governing her practice, she may disclose to relevant persons information from your records.*

**Conflict of Interest/Impartiality**

An initial referral to Dr. King by one person or attorney, or an initial conversation with her, does not mean she was retained by that person or retained to advance that person's interests. Fee related matters will not influence her work. If you are familiar with Dr. King from any other setting or have reason to believe a conflict of interest is occurring, please call this to her attention immediately. If the conflict cannot be resolved, you will be assisted to identify another person to work with you.

Parties may be working with Dr. King due to their inability to resolve conflicts. It is sometimes the case that one person may be relatively less inclined to compromise. It is sometimes the case that one person may be relatively less inclined to take a position that is consistent with the intent of orders or that better embraces the best interests of the children.

Therefore, it is possible Dr. King's recommendations or decisions may be relatively more in line with one party's preferences than the other's. This should not be interpreted as bias on the part of Dr. King. You are urged to investigate or ask your attorney to investigate Dr. King's reputation as an impartial service provider in advance of beginning work with her.

**Fees**

The fee for services is \$165.00 per hour. The minimum fee for any work done on a given date is \$45.00. Fees apply to face-to-face sessions as well as to such work as reading relevant documents, communicating with parties on the telephone or via email, preparing written reports or letters; and consulting in person, on the telephone, or via email with attorneys, other professionals involved in the case, and collateral sources of information.

Unless otherwise ordered, the parties will be equally responsible for the cost of Dr. King's services. However, Dr. King has the right to use her discretion when allocating charges. She may determine that assessing fees at percentages other than 50/50 is indicated when one party or the other needs or necessitates services disproportionately.

*your initials* \_\_\_\_\_

*attorney's initials* \_\_\_\_\_

The responsible person/s will be asked to pay a retainer of \$1,500.00 (\$750.00 per person). Expenditure of funds will be accounted for in itemized statements. Any objection to the bill must be brought to Dr. King's attention in written form within fifteen (15) business days.

You agree to bring your account to a credit balance of \$330.00 each time you receive a statement. Statements are sent at least once a month. However, if the amount of work being done on your case results in balances due partway through the month, a statement may be sent twice a month. Whether you receive a statement once or twice a month, you agree to bring the account to a credit balance of \$330.00 immediately upon receipt of the statement.

If an appointment is not canceled 48 hours in advance of the scheduled time or if a party fails to show up for a scheduled appointment, there will be a charge of \$165.00 per hour up to a maximum of two hours if more than one hour was reserved for the session. The charge will be assessed to the party who cancels on short notice or fails to show up.

Fees for appearing for a deposition, trial, or other subpoenaed appearance will be the responsibility of the party issuing the subpoena. Fees are a minimum of \$500 (which covers the cost for up to three hours) and \$165 per hour for each subsequent hour, regardless of whether time is spent testifying or waiting. The minimum fee must be paid prior to the appearance and the balance is due at the time of appearance. Preparation time for subpoenaed appearances will be billed at \$165 per hour and averages four hours.

Travel costs for subpoenaed appearances will be the responsibility of the party issuing the subpoena. Actual or estimated travel costs must be paid in advance of the travel. Travel time will be billed at \$100 per hour up to a maximum of \$500 a day. Expenses will include the actual cost of lodging, airfare, and car rental, or \$0.60 per mile, if driving.

Neither party may initiate court proceedings for the removal of the Special Master or bring to a court's attention or a licensing board's attention any grievances regarding the performance or actions of the Special Master without meeting and conferring with the Special Master in an effort to resolve the grievance. In the event no resolution is reached, the parties and Dr. King shall attend a judicially supervised settlement conference on the court's regularly scheduled settlement conference calendar prior to any action being undertaken.

Should court proceedings for the removal of the Special Master be initiated, or grievances regarding the performance or actions of the Special Master be brought to a court's attention or a licensing board's attention, the party filing the motion or complaint shall be responsible for 100% of the Special Master's fees for time spent reading and responding to the motion or complaint and responding to associated subpoenas, as well as for any court or other types of appearances necessitated by the motion or complaint. The person filing the motion or complaint shall further be responsible for costs incurred by the Special Master when retaining legal advice or representation unless otherwise ruled by a court.

*your initials* \_\_\_\_\_

*attorney's initials* \_\_\_\_\_

If you or your attorney make a complaint, challenge, or criticism of any aspect of Dr. King’s role and function as a Special Master in your case, you agree to be responsible for 100% of the fees for the time she spends reading and responding, even if there is an order or agreement for both parties to share her fees.

There will be a fee of \$20.00, or the maximum allowed by state law, for returned checks. Payment is due upon receipt of a billing statement. Interest at the rate of 1.5% per month (18% per annum) will be charged on all balances not paid within 30 days. In the event the account is unpaid after 90 days you agree to pay a collection fee of 35% of the principal balance assigned with or without suit and any additional legal fees, attorney fees, or court costs incurred by the collection company.

*Your signature below and your initials on pages 1-3 indicate you have read and understood to your satisfaction the information in this Agreement and you have had the opportunity to consult with your attorney, if you have retained an attorney, about signing this document. You agree to abide by the terms and conditions set forth in this agreement. To the extent that Dr. King shares information with the Court or others consistent with the terms of this Agreement and Orders, you agree to release her from liability for any outcomes associated with the release and subsequent use of the information by others.*

\_\_\_\_\_  
*Your signature*

\_\_\_\_\_  
*Your printed name*

\_\_\_\_\_  
*Date signed*

**For attorneys:**

*Your signature below and your initials on pages 1-4 indicates only that you have had the opportunity to read this document and advise your client if you choose.*

\_\_\_\_\_  
*Attorney signature*

\_\_\_\_\_  
*Attorney printed name*

\_\_\_\_\_  
*Date signed*

**PLEASE SUBMIT ALL PAGES OF THIS FORM.**