

## **Special Master Information Sheet**

### **Why do we have a Special Master?**

You and your co-parent have agreed or have been ordered to use my services as a Special Master. A Special Master is a Court appointed professional who is authorized to resolve disputes that may arise between you your co-parent during and after your divorce. Parents involved in a high conflict divorce often fail to comply with court orders, violate terms of agreements and fail to cooperate with each other. They also may behave in ways that undermine the other parent's role and cause emotional distress for children. When these violations occur, the time to address them lengthens because of the need to return to court for a solution. Further, the costs of returning to court for help often skyrocket as the parties ask the court to micro-manage their case. A Special Master is appointed in order to provide a way to decrease the need to return to court, as well as to shorten the response time to resolve difficulties involving children.

### **What is a Special Master?**

A Special Master is usually a psychologist, psychiatrist or attorney who works closely with your family. The primary job of the Special Master is to resolve disputes between you and the co-parent about issues related to your child(ren), thereby minimizing conflict in your family and reducing the times that you must return to court for a resolution to your dispute. The Special Master is not a judge, a mediator, a custody evaluator, or a therapist. Instead, the Special Master gathers information from you, the children, and other parties (such as the custody evaluator, therapists or guardian ad litem) and makes decisions based on this information. The Special Master also teaches skills to parents in order to help them become more effective, communicative co-parents.

### **What is the Special Master authorized to do?**

Your court order will outline my authority and will be referred to throughout our work together. In *general*, I am authorized to resolve disputes that may arise between you during and/or after your divorce action. A judge appoints me. Usually, Special Masters have the power to:

- a. Modify visitation on a temporary basis
- b. Make decisions resolving conflicts between the co-parents that do not significantly affect the Court's exclusive jurisdiction to determine fundamental issues of custody and visitation

- c. Make decisions *that shall be effective as court orders when made* and will continue in effect unless modified or set aside by the Court about issues such as:
- (1) dates and times of pick up and delivery for time sharing of the children
  - (2) the sharing of transportation for visitation
  - (3) recreation
  - (4) after school activities
  - (5) enrichment activities (such as the children's participation in dance or music lessons)
  - (6) discipline
  - (7) health care management
  - (8) alterations in schedules which may alter the basic time sharing agreement
  - (9) participation in visitation by a significant other, relative or the like
  - (10) settle disagreements about the implementation of your parenting plan.

Sometimes, parties and/or the Court asks the Special Master to do the following:

- a) assess the need for psychotherapy or counseling for each parent and the children, and choose appropriate professionals for these roles
- b) suggest that a formal custody or visitation evaluation is needed in your case
- c) suggest or select a custody evaluator if such an evaluation is needed
- d) request random and sometimes ongoing drug or alcohol testing
- e) request a psychiatric evaluation for any party as well as for significant others such as stepparents, grandparents, or other caregivers who have access to the children and for whom there is a question about the children's safety while in their care
- f) review calendars, medical information, educational information and other personal documents in order to assist in the making of my decisions
- g) request the use of supervised visitation services or other "pick up and delivery" services, such as WillWin or Renaissance Visitation Services.

### **How often do we see the Special Master?**

Initially, I will schedule appointments with both parents (separately and together). Please do not bring children to your initial appointment. I will also schedule time to visit with your children when you are not present. The scheduling of subsequent appointments is determined by the needs that you present. After I get familiar with your family and situation, frequency of appointments with me is up to you and your co-parent. The more you and your co-parent are able to come to a agreement on your own, the less you will need to see me. However, when a problem occurs which you and you co-parent cannot successfully resolve, you will need to make an appointment with me. If concerns arise that the other parent is not complying with a court order (e.g. a parent is refusing to allow visitation, a parent is not sharing medical information, etc.) then you will need to make an appointment with me. If I receive information about your case from sources other than the co-parents that I would like to investigate, you

will be given instructions to make an appointment with me. *Either parent can request an appointment for any issue.* While it is most useful that both parents are at the appointment, I will frequently see parents or children individually. For your convenience and financial benefit, I am often able to discuss issues with you and your co-parent on the phone or via email. I will determine which issues require in-person meetings. When I ask you to come in to address an issue, you must present yourself to my office at the time I have scheduled for you. Please refer to the Special Master Services Procedures Agreement to understand my policies and expectations in full.

### **To whom does the Special Master report?**

I report about your case directly to the Court, to you and your co-parent, and I may report to the attorneys and, if appointed, the Guardian Ad Litem. Further, I communicate with other professionals who have a need to know, such as therapists, physicians, and custody/visitation evaluators, if any. **There is no confidentiality when using a Special Master.** Anything you say or do can be reported to the Court or other professionals.

### **Who pays for the Special Master?**

You do. Your court order will outline what kind of cost sharing you and the other parent will adhere to. You will provide me a deposit out of which my services will be paid. After the deposit falls below \$500, another sum will be required, from which my continuing services will be paid.

### **What are the payment arrangements?**

I require a \$1000.00 retainer in order to work on your case. I charge \$150.00 per hour for all parent or child meetings, appointments, report writing, consultation with attorneys, travel and waiting time. I bill \$200.00 per hour for appearance in court or for deposition. Court and deposition costs are to be paid one week in advance. Special Master services cannot be billed to your health insurance policy. At the close of our work together, I will remit any unused retainer to you in the proportion that you have paid.

If you break an appointment or if you do not cancel an appointment within twenty-four hours, you will be charged for the scheduled time. If you do not cancel any court or deposition appearance by me within three business days, you will be charged for my scheduled time. If one party is responsible for a late cancellation or a broken appointment, I will bill your case in its entirety, but I will note on the statement who is responsible for the broken appointment. I will expect that person to reimburse the other party. Please refer to your financial contract for more detail.

### **When are we finished with the Special Master?**

I am appointed by the judge to serve as the Special Master in your case. I will remain in this role until the judge releases me.

### **What if difficulties arise with the decisions made by the Special Master?**

While I am certainly open to hearing your and your attorney's input on any issue, my decisions are final and are effective as court orders when made. They are binding until modified or set aside by the Court. If you have additional questions about the authority of the Special Master or other issues, please consult the order appointing the Special Master and your attorney.

### **Is this a confidential process?**

No. Because this is a court ordered process, anything that you say or do can be reported to the Court. Further, while I will try to keep your private matters from public display, I have the right to discuss your case with others as needed to perform my function. Further, you must immediately sign all release of information forms so that I can discuss your case with professionals who require releases in order to communicate with me.

### **A final note:**

When a divorce case rises to the level of conflict requiring a Special Master, there is a significant problem with communication and cooperation between the co-parents. *Rarely* is only one person responsible for the conflict. My job is to help to contain this conflict by having the "final say" over day-to-day issues as outlined above. Your job is to attempt to reasonably cooperate with the other parent in the best interests of your children. Your job is *not* to focus on the failings of the other parent, although I recognize that this person may be frustrating or frightening at times.

I hope that the use of a Special Master can help you and your co-parent find a way to bring peace to your family. This process works and I am confident that it can work for you too. I look forward to meeting you.

## Special Master Services Agreement

1. This agreement is between Chris Wehl, Ph.D. and \_\_\_\_\_ (parent).
2. I have read the information sheet: *Special Master Information Sheet* provided to me by Dr. Wehl.
3. I understand that Dr. Wehl will usually begin by gathering information about me and about my family. This will usually consist of:
  - a. Interviews of parents, including stepparents, without the children
  - b. Interviews of children without parents present
  - c. Review of any custody, visitation, parenting and psychological evaluations pertinent to the case
  - d. Review of relevant medical and mental health records of all parties
  - e. Review of relevant court documents.
4. I understand that Dr. Wehl will be following a court order which determines his specific authority. I understand that it is usual for his decisions to carry the weight of a court order, unless or until the decision is modified by the court.
5. I understand the Dr. Wehl reports directly to the Court, but also communicates with all attorneys, evaluators, therapists and other professionals involved.
6. I understand that there is no confidentiality guarantee for any party using Special Master services. I know that all information obtained by the Special Master, may be reported to the court, to the other party, and to other involved professionals in this matter, and will be used in furthering the best interests of the children in this case.
7. I understand that I must immediately sign release forms that will allow other professionals to communicate with Dr. Wehl about this matter. These professionals include attorneys, custody/visitation/parenting evaluators, psychotherapists, physicians, social workers, teachers, school officials, law enforcement agencies, and others who would require a written release before sharing information about me or my child(ren) to Dr. Wehl.
8. I understand that by signing this agreement, I give Dr. Wehl permission to communicate information to the attorneys, the other parties involved, and to other professionals who have a need to know, for as long as he deems necessary.
9. I understand that I must agree to provide all documents requested by Dr. Wehl, including but not limited to: medical records, psychological records, previous psychological evaluations, school records, court documents, police reports, criminal background checks, letters, police reports or court papers. I understand that any document, tape, or video recording I submit will not be returned.
10. I understand that Dr. Wehl will not review illegally obtained information, no matter how important it is to my case. If I have a question about submitting something for Dr. Wehl's review, I will consult my attorney.
11. I understand that Dr. Wehl may consult with other professionals about the content of my case if he sees fit to do so.

12. I understand that it is important for me to keep my scheduled appointments with Dr. Wehl, and that missed or cancelled appointments may be interpreted as a failure to cooperate with the Special Master procedures. I understand that emergencies which make it impossible for me to attend my appointment or to cancel in an untimely manner need to be discussed with Dr. Wehl as soon as possible. I understand that problems of transportation, work schedule, day care difficulties and the like are not considered emergencies by Dr. Wehl.
13. I understand that Dr. Wehl will require that I communicate with him and with the other parent via email. I understand that this allows any agreements between the parents to be in writing, thus minimizing opportunities for misunderstandings. I understand that Dr. Wehl will be able to address many disputes via email, and I consent to have Dr. Wehl use email in this manner.
14. I understand that all allegations of abuse, neglect or substance use/abuse will be taken seriously and may result in referral to the Division of Child and Family Services, as appropriate or required by law. I also understand that making false allegations is seen as a great liability to appropriate parenting and co-parenting, and will be considered in decisions made about my family.
15. I understand that Dr. Wehl may request additional testing, if this information is necessary to this matter. This includes but is not limited to the request for random drug and alcohol testing, psychosexual evaluations, and medical evaluation. The party who is financially responsible for the Special Master services will pay the costs of such additional testing. Payments of these costs are to be remitted directly to the consulting professional or agency.
16. I understand that Dr. Wehl does not release raw test data that he has gathered, or that he possesses, to persons who are not qualified to interpret it, as directed by the American Psychological Association Ethical Principles. If such information is requested, I agree to have Dr. Wehl release any such test data to another psychologist of my choice, and not directly to me or my attorney.
17. I understand that Dr. Wehl must have access to all immediate family members (the child(ren) and their parents) for as many interview and consultation sessions as he deems necessary. I understand that appointments with Dr. Wehl take precedence over any established parent time schedule with the child(ren). Dr. Wehl will make an effort to accommodate parent time schedules.
18. I understand that Dr. Wehl must be free to contact parties outside this matter, such as neighbors, employers, clergy, or friends, who may be able to provide useful information. I give permission for such contact to take place.
19. I understand that Dr. Wehl's role as the Special Master is very specific and is outlined by my court order which I have provided to Dr. Wehl. I have been advised by Dr. Wehl to discuss the duties and limitations of authority of a Special Master with my attorney. I understand that Dr. Wehl is not a judge, a custody evaluator, a therapist or a mediator. Instead, I understand that Dr. Wehl is the person selected by the Court to resolve specific disputes relating to my case. I understand that the specifics of such decisions are outlined in my court order.

20. I understand that Dr. Wehl will determine the frequency and duration of Special Master counseling appointments. I also understand that while the scheduling of appointment times is not flexible, Dr. Wehl will make efforts to accommodate my schedule when possible.
21. I understand that if Dr. Wehl determines that he cannot continue to serve as the Special Master for any reason, he will ask the Court to release him from his appointment and will continue to be held harmless for duties provided as Special Master.
22. I understand the Special Master financial Agreement provided by Dr. Wehl and have signed this agreement.
23. I understand that the case will be charged for missed appointment and late cancellations, as outlined in the Financial Agreement. I understand that disagreements about which parent is financially responsible for a missed appointment and other conflicts are to be settled by the court and will not be addressed by Dr. Wehl's office, unless the Order specifies that Dr. Wehl may apportion fees differentially.
24. I understand that Dr. Wehl requires a \$1000 deposit (divided according to the appointing order). I understand that the account with Dr. Wehl is to be restored to a \$500 balance at the time of periodic billing. I understand that no appointments will be made and the case will not progress unless the balance is kept above zero and timely payments are made to restore the credit balance. I also understand non-payment that delays the Special Master process will be reported to the Court.
25. I understand that in the event of a deposition or trial, prior to Dr. Wehl's providing information or appearing at a deposition or at court, all outstanding charges must be paid, and appropriate fees must be paid in advance as outlined in the *Special Master Services Financial Agreement*.
26. I understand that the goal of using a Special Master is to manage many of the day to day affairs of my legal case as it pertains to the children in general. I understand that when an issue arises, Dr. Wehl will make every effort to schedule an appointment as soon as possible. I also understand that any difficulty I am having does not necessarily constitute a true emergency. I understand that this means that I will have to cope with the situation until my appointment with Dr. Wehl. I understand that if the children or I am in danger, I will contact emergency services via 911 (e.g. police, fire, etc.) immediately. I also understand that I am to report any suspected child abuse to the Utah Department of Child and Family Services, unless instructed by the court to refrain from doing reporting such. In sum, I understand that while Dr. Wehl has been appointed to work closely with my case, he is not to be considered a crisis service or used as such on a regular basis.
27. I understand that once begun, Special Master services can continue for an unspecified period of time. I understand that my attorney will seek clarification from the Court as to the date or conditions that would denote the end of his services. I understand that there may be times when Special Master services

are not needed and when I do not have a need to consult the Special Master for a period of a few weeks or even months.

28. I understand that throughout the use of Special Master services, Dr. Wehl communicate with the parties and may communicate with all attorneys and other professionals involved in this case. I understand that he may choose not to disclose information directly to me that my children provide to him in confidence.
29. I understand that the Court has appointed Dr. Wehl to the Special Master position. I understand he will be acting pursuant to a delegation of power by the Court. I agree to use his services within the spirit of this appointment.
30. I understand that Dr. Wehl may deviate, at his discretion, from any of the above without voiding any other clause in this document.

I have read the above, had the opportunity to discuss all of the provisions with my attorney, and I agree to utilize Special Master services under these conditions.

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Date

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Signature of parent

**Financial Policy and Agreement  
for Special Master Services  
(one for each party)**

**FEES**

The fee for Special Master Services is \$150 per hour, and is billed for all the time required in activities related to the case. This includes, but is not limited to interviews, meetings, telephone calls, report preparation, record review, reading and composing email messages, consulting with attorneys or other professionals, missed appointments or late cancellations, and required travel. Appearance in court or at deposition is billed at \$200 per hour. Charges for court or deposition appearance include time for preparation and travel. Most testimony requires 3 hours for preparation to review the file. Payment should accompany notification to appear. Payment should be for a minimum of a half day away from the office and 3 hours of preparation time (total of 7 hours) unless it is likely that I will need to be out of the office for a full day, in which case payment should be for 8 hours plus 3 hours of preparation time. Any overpayment will be credited to your account, and returned at the end of proceedings. Scheduled court or deposition appearances that are cancelled less than 3 business days in advance are not refundable. Copying of file documents is done at 50 cents per page.

**PAYMENT**

To initiate a case, I require a \$1000 deposit, apportioned as directed in the order of appointment. When the account falls below \$500, an amount sufficient to replenish a \$500 balance will be required to continue Special Master Services. I may suspend further activity on your case until your account is current, including the \$500 account balance. Health insurance does not cover Special Master services. I require a valid credit card to be held for payment should you not keep your account current as outlined in this document.

**MISSED APPOINTMENTS**

Unless canceled at least 24 hours in advance you will be charged for scheduled time at the above rates. Appearances at depositions or court will be charged for the scheduled time if not cancelled with 3 days notice.

**AGREEMENTS**

In consideration of the services provided by Dr. Wehl, I agree:

1. That I am financially responsible for \_\_\_\_\_% of the services provided by Dr. Wehl. (If less not 50%, include court order specifying a different apportionment of fees). I agree to pay my share of the charges, regardless of which parent incurs the charges or the type of charges (e.g., broken appointments). **Please provide the court order specifying financial arrangements between the parents.**

**Note: Parties who are paying 0% of the fee for Dr. Wehl's services must sign this agreement and provide credit card information to cover costs that may arise out of your actions (e.g., calling Dr. Wehl to deposition, hearing, or copying costs of subpoenaed documents).**

2. To pay the amount I owe (including amounts to replenish the \$500 deposit) within 15 days of receiving a statement. I agree to pay a finance charge of 18% per annum (1.5% per month) on the 30 day unpaid balance.
3. That if one party becomes delinquent in payment, the other party (or any third party) may pay the delinquent account.
4. To pay the court/deposition rate of \$200 per hour at the time of service or scheduling for Dr. Wehl's preparation and time away from the office to appear. (3 hours of preparation, 4 hours for half day away from office to appear, or 8 hours for full day away from office to appear).
5. To pay the hourly rate (\$200) for canceled court appearances and depositions unless they are canceled with Dr. Wehl 3 business days in advance.
6. That I will pay all attorney's fees, court costs and filing fees, including charges or commissions up to 50% that may be assessed by any collection agency retained by Dr. Wehl to pursue collection of my account if it should become 60 days delinquent.
7. That Dr. Wehl may at his discretion deviate from the above without voiding any other element of this agreement.
8. That I permit a copy of this authorization to be used in place of the original.
9. That I have read this policy (above) and understand and accept the terms of this policy.

**Required credit card to be used to bring my account current (including replenishing the deposit) 15 days after receiving a statement. I also authorize Dr. Wehl to validate this card by making a nominal charge which will be credited to my account.**

Visa Mastercard Amex (circle one). # \_\_\_\_\_ Exp: \_\_\_\_\_

3 or 4 digit Card Security Code \_\_\_\_\_ Billing zip code for card: \_\_\_\_\_

**I HAVE READ THE INFORMATION IN THIS DOCUMENT AND CONSENT TO ABIDE BY ITS TERMS.**

\_\_\_\_\_  
Responsible Party

\_\_\_\_\_  
Date

**BILLING INFORMATION**

**CLIENTS:**

**Full legal Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ X \_\_\_\_\_

Email: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

Sex:( M : F ) Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

**Full legal Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ X \_\_\_\_\_

Email: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

Sex:( M : F ) Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_

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

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

Full Names and dates of birth of children:

_____	_____
_____	_____
_____	_____
_____	_____