



moxie: *The ability to face difficulty with spirit.*

## PARENTING CONSULTANT FEE AGREEMENT MICHAEL GOLDFARB, MSW, LICSW

### I. DESCRIPTION

The parties agree that the Parenting Consultant (PC) shall act pursuant to the Court Order, and by signing this agreement the parties acknowledge that they reviewed the Order appointing the PC and agree to the PC's scope, duties, responsibilities, and process.

### II. FEES AND BILLING

- A. Fees: The fees for serving as Parenting Consultant are billed at \$300 per hour (subject to adjustment on January 1 of each year). **There will be a one-time file setup fee of \$200.**
- B. Deposit: An initial deposit of \$3,000 is required to begin the process. This amount may be shared by the parties in accordance with their financial agreements or Orders. All payments shall be made to Moxie Incorporated. Funds in this deposit will be held in a separate trust account, as outlined below, and once earned they will be applied to all services rendered, including the following, at \$300 per hour, in increments of .2 hours (12 minutes, \$60 increment):
  - 1. All sessions and meetings
  - 2. All phone calls related to this case.
  - 3. Reading and reviewing files, correspondence and other documents.
  - 4. Drafting memos, correspondence, and reports.
  - 5. Consultations with other professionals, including attorneys.
  - 6. Travel time
- C. Trust Account: Funds in this account are not earned by Moxie, Inc. until services are rendered. Once services are rendered, funds will be drawn from the deposit and transferred out of the trust account. The trust account does not earn interest.
- D. PC Assistant: The Parenting Consultant may utilize a case manager/assistant on our case to manage communication, gather information, draft documents or complete other tasks. The case manager/assistant will not have the authority to make decisions but may assist with negotiations. The work of the case manager/assistant will be billed at \$150/hour.

Initial \_\_\_\_\_ Date \_\_\_\_\_

- E. Experts: I understand that the Parenting Consultant may request that we use other experts to advise or consult on specialized issues (e.g. school choice, evaluation). The costs for these additional expert services will be separate and above the fees for Parenting Consulting services, and will be negotiated independently with the selected expert.
- F. Canceled or Missed Appointments: Clients, or their deposit, will be billed for two hours (\$600) for any appointment that is canceled with less than 24 hours notice and one hour (\$300) for any appointment that is canceled with 24 to 48 hours notice. There is no charge for appointments canceled with more than 48 hours notice. Charges for missed appointments or late cancellations will be paid by the person missing/canceling the appointment. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.
- G. Replenishing the Deposit: Clients are each responsible for replenishing their share of the deposit that was used during the preceding month. At month's end, each client will receive an invoice showing the amount of funds that were used from their deposit, and replenishment of that amount will be due within two weeks. At any time, if the balance of the deposit is depleted the file may be placed on inactive status and work on the file suspended until the deposit is replenished.
- H. Remainder: A final sum of \$500 will remain in my account with Moxie Inc. for six (6) months following the end of the term of appointment. This amount will be used to cover costs related to the case after the term of appointment (e.g., requests for reports or other records, consultations, etc.). After that time, a request may be made for any unused amount.

### III. COSTS AND EXPENSES

- A. Release of Reports and Recommendations: Written reports and recommendations, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or recommendations. Either parent may request a written summary or report at any time, and that parent will be responsible for the cost of preparation.
- B. Miscellaneous Expenses: Expenses incurred by the PC for miscellaneous case-related items (e.g. records requests, file copying, postage, etc) will be billed against the deposit. Any file preparation by the PC for file copy requests will be billed at their regular hourly rate.

### IV. SUSPENSION OF SERVICES

The Parenting Consultant reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance. In the event one Party does not pay his or her share of the retainer, fees, and/or costs, the other Party may pay the full amount requested and bring a motion seeking reimbursement for the non-complying Party's share of the retainer, fees, and/or costs.

Initial \_\_\_\_\_ Date \_\_\_\_\_

V. ALLOCATION OF FEES

As the PC Order directs, it is within the discretion of the PC to allocate fees and costs differently if the PC determines that one party has unreasonably contributed to the costs or abused the process. The PC may allocate the fees, costs and retainer in a manner different than described above when the PC deems appropriate.

VI. COURT APPEARANCE/DEPOSITION AND FEES

The Parenting Consultant's fee for court appearances is \$1,400 per half day, or \$2,800 per full day. A half-day is defined as 8:00 a.m. until noon or 1:00 p.m. until 5:00 p.m. Any other arrangement is to be considered a full day. In addition to the court appearance, there is a \$1,400 charge for four hours preparation for testifying. In order to ensure the Parenting Consultant's availability, a deposit of \$4,200 must be paid at least 72 hours in advance of the court appearance. If only one-half day is requested AND taken, \$1,400 will be refunded following the court appearance. In the event of cancellation of the court appearance, the deposit will be forfeited unless Moxie Inc. receives a cancellation notice at least 48 hours prior to the scheduled court appearance. A subpoena to appear is required, and must be received at least five (5) full business days in advance of the court date. The PC will not appear in court unless both parents' unpaid balances (if any) are paid in full.

VII. CLAIMS FILED IN COURT

Any claims filed in court arising from the parents' work with the Parenting Consultant, including but not limited to fee disputes, shall be heard in Family Court.

VIII. RECORDING OF COMMUNICATION

By signing this agreement, it is understood and agreed that recordings of sessions and phone conversations with the Parenting Consultant are prohibited without prior written consent of all participating parties. This includes all manner of audio or video recording made to any analog or digital medium.

IX. CRISES

The Parenting Consultant cannot respond to crisis situations and is unlikely to be available at either parent's immediate request. Therefore, much of the contact with the Parenting Consultant will be scheduled.

X. APPOINTMENT CONTINGENCY

The appointment of the Parenting Consultant is contingent on both parents' execution of the fee agreement and meeting the requirement of the fee agreement.

My signature on the following page indicates that I have received, read and understand the information in this agreement, and that I agree to retain Mr. Goldfarb as Parenting Consultant under the conditions described in this agreement.

Initial \_\_\_\_\_ Date \_\_\_\_\_

PARENT:

I have received and read a copy of the Parenting Consultant Contract, and I have discussed the provisions of this contract with my attorney. I agree to use the PC identified above, of Moxie Incorporated, as the Parenting Consultant under the above conditions. I agree to pay Moxie Incorporated \_\_\_\_% of the \$3,000 initial deposit.

Petitioner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

PARENT:

I have received and read a copy of the Parenting Consultant Contract, and I have discussed the provisions of this contract with my attorney. I agree to use the PC identified above, of Moxie Incorporated, as the Parenting Consultant under the above conditions. I agree to pay Moxie Incorporated \_\_\_\_% of the \$3,000 initial deposit.

Respondent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_