moxie -INC-

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

CHILD CONSULTANT AGREEMENT

This agreement is made between the undersigned parties and Moxie Incorporated.

1. Process. We are participating in an Alternative Dispute Resolution (ADR) process (Mediation, Parenting Consulting, Parenting Time Expediting, etc.) and we agree to make this a Child Inclusive Dispute Resolution process, which will include the work of a Child Consultant.

2. Child Consultant. The Child Consultant will be Michael Goldfarb, MSW, LICSW

3. Function of the Child Consultant. The role of the child consultant is to bring the voice of the child(ren) into the ADR process in a manner that is useful to the parents in their decision-making, and accurately represents the needs and perspectives of the child(ren). The child consultant will meet with each parent, then the children, then provide feedback regarding the children's interviews.

4. Confidentiality. In order to make the process as risk-free as possible, the parties agree that nothing said to or written by the Child Consultant may be used in court by one party against the other. The Child Consultant and their records may not be subpoenaed in any future discovery or other legal proceeding relative to the issues considered during the process. If either party attempts to subpoena the Child Consultant or the records, that party will be responsible for any and all expenses incurred in the effort to quash the subpoena.

5. Exceptions to Confidentiality. The Child Consultant listed above is a licensed mental health professional, and are therefore considered by state law to be a mandated reporter (Minn. Stat. §572.08). The Child Consultant is obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults; or any direct threat to harm oneself or another person.

6. Fees. The Child Consultant shall be compensated at $350 per hour. Fees are charged for all time spent on the case, including sessions, telephone conferences, preparation for and time in ADR sessions, drafting correspondence, e-mail communications, and travel. The parties understand that all fees are based strictly on time spent on this case, and that there is no correlation between fees and/or success/failure to reach agreement within the ADR process. Any time the parties decline to pay the Child Consultant's fees, the Child Consultant shall no longer be responsible for rendering services to the parties.

Any fees charged beyond the deposit (outlined below) will be paid at the time of session. The fees will be divided between the parties in the following manner:

Party: _____ Percentage:_____

Party: _____ Percentage:_____

7. Deposit. A deposit of $____.00 is required before the process begins. This will cover the first __ hours of the Child Consultant's time. The deposit will be divided between the parties in the following manner:

   Party: _____ Percentage:_____

   Party: _____ Percentage:_____

8. Cancellations. Appointments canceled or not kept with less than 24 hours notice will be charged at the full hourly rate. Appointments canceled within 24-48 hours of the time and date will be charged at one/half of the hourly rate. There is no charge for appointments canceled with more than 48 hours notice.

9. Termination. Any party or the child consultant may terminate the mediation at any time, either verbally or in writing.

SIGNATURES

_____ _____

Parent Date

_____ _____

Parent Date

_____ _____

Child Consultant Date