PARENTING CONSULTANT FEE AGREEMENT
JULIE MCKAY, PSY.D., LP

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 $350 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 $350 per hour, in increments of .2 hours (12 minutes, $70 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

Initial_____ Date_____

will be billed at $200/hour.

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 ($700) for any appointment that is canceled with less than 24 hours notice and one hour ($350) 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 $700 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.

VI. COURT APPEARANCE/DEPOSITION AND FEES

The Parenting Consultant's fee for court appearances is $1,600 per half day, or $3,200 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 $1,600 charge for four hours preparation for testifying. In order to ensure the Parenting Consultant's availability, a deposit of $4,800 must be paid at least 72 hours in advance of the court appearance. If only one-half day is requested AND taken, $1,600 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. NOTICE TO COURT OF PARENTING TIME ADJUSTMENTS

Pursuant to Rule 301.03(c) of the General Rules of Practice for the District Courts (effective January 2023), parties are directed to notify the court of any change in parenting time made by the Parenting Consultant. The filing of a report related to the modification of parenting time is the sole responsibility of the parties. If either party has questions about whether they should file a report with the court, they should consult with their attorney.

X. NOTICE PURSUANT TO RULE 114.13A, SUBD.7 OF THE GENERAL RULES OF PRACTICE FOR THE DISTRICT COURTS

A. The role of the Parenting Consultant is defined as:

1. A Parenting Consultant is appointed under Rule 114.02(a)(10) of the Minnesota Rules of Practice – District Courts, which allows parents to create an Alternative Dispute Resolution (ADR) process and this Parenting Consultant is presiding at an ADR proceeding pursuant to Minnesota Statute § 604A.32.

2. The Parenting Consultant is a person or persons appointed by the Court after the

Initial_____ Date_____

agreement of the parties to assist them in the resolution of conflicts regarding their child(ren).

3. The confidentiality provisions under Rule 114 of the Minnesota General Rules of Practice do not apply to the Parenting Consultant.

4. The Parenting Consultant does not provide therapy or legal advice.

B. The Parenting Consultant has decision-making authority and the Parenting Consultant's decision is binding unless it is modified by the court

C. Confidentiality and admissibility of evidence:

1. This alternative dispute resolution process is not confidential and the confidentiality provisions of Rule 114 do not apply.

2. Any information provided to the Parenting Consultant that is not covered by a Safe Harbor agreement or a protective order is not protected by privilege or confidentiality.

3. As an Independent Licensed Social Worker, the Parenting Consultant is a mandated reporter of child maltreatment.

4. A parent may, upon making payment as provided by the law and rules of court pertaining to experts, use the Parenting Consultant as a collateral resource, depose, and/or call the Parenting Consultant as a witness to testify in any proceeding involving a child or the subject matter of the Parenting Consultant's work with the parents.

5. The Parenting Consultant is not a party to the proceedings

6. The Parenting Consultant does not communicate with the court except by subpoena or court order.

D. The Duties and Responsibilities and Process followed by the Parenting Consultant are outlined in the Order appointing the Parenting Consultant.

E. The Parenting Consultant must follow the Code of Ethics for Court-Annexed ADR Neutrals and is subject to the jurisdiction of the ADR Ethics Board.

F. The Parenting Consultant has no duty to protect the interests of the parties or provide them with information about their legal rights.

XI. 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

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Consultant will be scheduled.

XII. 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 indicates that I have received, read and understand the information in this agreement, and that I agree to retain Dr. McKay as Parenting Consultant under the conditions described in this agreement.

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_____