PARENTING PLAN EVALUATION CONTRACT

I agree to proceed with a parenting plan evaluation to be completed by:

Michael Goldfarb, MSW, LICSW

According to the following arrangements. I understand that the _____ County District Court has appointed Michael Goldfarb as an agent of the Court for this purpose. The terms of the agreement are as follows:

Purpose of this evaluation: I understand that the goal of a parenting plan evaluation is for the evaluator to gather relevant information, offer informed impressions and evaluative feedback leading to recommendations rooted in an objective and professional perspective as to the best interests of the child(ren) involved.

Fees for the evaluation: I understand that Michael Goldfarb's fee for conducting a Parenting Plan Evaluation is $350 per hour. Billing will be applied to all applicable services at $350 per hour. For all services, there is a minimum charge of 12 minutes (.2 hours). This fee will apply to all time spent by Michael Goldfarb in conducting his evaluation and will include the time he spends interviewing, traveling, reading and reviewing files and other documents, correspondence, report preparation, consultation with other professionals (including attorneys), all phone conversations, home visits, court preparation, and any other time expended in direct association with this evaluation. I also understand that a one-time file setup fee of $200 ($100 per party) will be charged in order to begin work on the case. I agree to pay _____ % of all fees incurred by Mr. Goldfarb with the understanding that the other parent of my child(ren) will pay _____ % of Mr. Goldfarb's fees.

I understand that Michael Goldfarb requires a **$5,000 initial retainer** to begin the evaluation and that all charges will be billed against this retainer. I understand that the final charge may be more or less than this retainer amount. I agree to pay Mr. Goldfarb _____ % of the required $5,000 retainer with the understanding that the other parent will pay the remaining _____ %. I understand that when the retainer reaches $1,000, I will be asked to replenish that retainer to the original amount. I understand that a report (verbal or written) and recommendations will not be prepared or released until all fees have been paid in full. I understand that any unused portion of the retainer will be reimbursed upon verification that Mr. Goldfarb's services will not be needed in the future (e.g. receipt of a Court order or stipulation). A minimum administrative charge of $100 will be deducted from the retainer if the evaluation is not completed. I understand that the source of payment for this evaluation does not influence the results or outcome of the evaluation.

Cooperation required: As a condition of this contract, I agree to cooperate with Michael Goldfarb in connection with this parenting plan evaluation. I understand that he may withdraw from performing this evaluation if I fail to cooperate. I agree to treat Mr. Goldfarb and all other participants in this process with civility and respect and will refrain from engaging in threatening, coercive, or inappropriate behaviors that would be disruptive to the parenting plan evaluation process. I also agree to cooperate with Mr. Goldfarb by providing him with the information that he reasonably believes to be necessary for the purposes of completing this evaluation, including (but not limited to) the following:

Interviews: I understand that Michael Goldfarb may conduct interviews with me, with the other parent of my child(ren), with the children themselves (either together or separately), with new spouses, or with other people who play significant roles in the lives of the child(ren) involved. I agree to cooperate with any such interviews with the understanding that these may take place over Zoom, in my home or workplace, or at some other appropriate site selected by Mr. Goldfarb. I understand that Mr. Goldfarb's evaluation may include at least one home visit with each of the parents and child(ren) involved in this evaluation.

Collateral Information: I understand that Michael Goldfarb may need to contact various people who have knowledge of me, my parenting, and/or my child(ren) – such as teachers, daycare providers, counselors, pastors, healthcare providers, law enforcement agencies, and other third parties. I agree to sign any and all necessary releases to allow for this exchange of information. I also understand that Mr. Goldfarb may wish to contact non-professional acquaintances such as neighbors, relatives, and friends. I will identify these people if requested to do so by Mr. Goldfarb. By signing this agreement, I explicitly authorize this potential contact and will allow this contract to serve as permission to do so by Mr. Goldfarb for the purposes of the evaluation without the need for additional signed releases of information.

Chemical Health/Mental Health assessments: I understand that if Michael Goldfarb determines that more information is needed about me or my child(ren) in the form of assessments or testing for chemical health or mental health, he will recommend specific professionals other than himself to complete those assessments. I understand that it is common practice for both parents to complete psychological assessments – typically including the MMPI-2 – as part of the course of regular information gathering. The costs for these additional assessments will be separate and above the fee for the parenting plan evaluation and will be negotiated independently with the selected assessor. I agree to sign authorizations allowing for the release of information so that the results of the requested assessments are ultimately provided to Mr. Goldfarb.

Review of findings and report: I understand that when Michael Goldfarb completes his interviews and collection of data, he may contact the attorneys involved in this matter for purposes of scheduling a summary conference to discuss his impressions and recommendations. Both attorneys and Mr. Goldfarb may previously agree to the parties'

presence during the feedback session if appropriate. If such a conference occurs, the attorneys in this case will be given an opportunity to ask some limited questions and/or engage in preliminary negotiations about possible settlement of any parenting plan issues involved. Mr. Goldfarb, however, will not mediate those issues. Time used in preparation for and during this meeting will be billed at the standard hourly rate. I understand that feedback and recommendations will not be prepared or shared until all fees have been paid and there are sufficient retainer funds to allow for the feedback meeting and preparation time.

I understand that following this meeting, my attorney will be requested by Michael Goldfarb to discuss his findings and recommendations with me. I understand that if a settlement of any parenting plan issues is not achieved after this process, Michael Goldfarb will, if asked by either party to do so, prepare a final written report regarding his findings, recommendations, and the basis for his recommendations. I understand that an additional $5,000 retainer will be required to prepare a written report. I understand that the final charge for the report may be more or less than this deposit amount.

I understand and agree that copies of this report will be provided to the attorneys on both sides in this matter. I understand that Michael Goldfarb generally will not discuss his findings and recommendations with the parties once the report is issued. I also understand that Mr. Goldfarb's final report will not be issued until all fees in connection with this evaluation have been paid.

Cancellation fees/no-show policy: I understand that if I cancel an appointment with Mr. Goldfarb with less than one full business day's notice, I will be charged the amount of $700, representing the cost of the full 2-hour appointment time. I understand and agree that if I cancel an appointment with more than one, but less than two, full business days' notice, I will be charged $350, or one-half of the 2-hour appointment time. I understand that there will not be any charges or cancellation fees for appointments that are canceled with more than two full business days' notice. I understand that all charges and cancellation fees for missed appointments and late cancellations will be paid exclusively by the person who misses and/or cancels the appointment. A session is considered missed if the party has not arrived 20 minutes after the scheduled start of the session.

Trust Account: All client deposits will be held in a separate 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. Any remaining balance will be refunded at the conclusion of the evaluation.

Conversations/consultation with other providers: Michael Goldfarb may occasionally find it useful and beneficial to consult with other professionals in the field for purposes of case consultation. These other professionals are legally bound to keep any information provided to them confidential. During these consultations, however, Mr. Goldfarb will not reveal the identities of the clients involved. These types of consultations will be noted in the evaluation file. With the understanding that Mr. Goldfarb will not reveal my identity

without express authorization to do so, I consent to such consultation by him.

Court appointment as a condition of this evaluation: I understand and agree that Michael Goldfarb will not perform a parenting plan evaluation until the Court with appropriate jurisdiction in my case issues an order appointing him as a parenting plan evaluator.

Signed contracts by both parties are a condition of this evaluation: I understand that Michael Goldfarb will not begin or perform a Parenting Plan Evaluation until both parents of the child(ren) involved have signed a Parenting Plan Evaluation contract and the initial retainer is paid in full.

Copies: Copies of Michael Goldfarb's file may be requested by one or both parties or their attorneys upon completion of the evaluation. If ultimately requested, Michael will provide a one-time copy. If one party requests a copy of the file, it will be automatically offered to the other party. Copies of the file will not be provided during the evaluation or prior to the completion of a written report. The requesting party will be charged a fee of $350/hr. for time spent creating the digital file, along with the total fee for copy services. Moxie typically uses an outside copy service, and the exact cost of that service is directly passed on to the requesting party or parties. Moxie does not profit from copy fees. A deposit payment must be made prior to processing the copy request, with any balance due paid prior to release of the file copy. Any unused funds will be refunded.

Miscellaneous Expenses: Expenses incurred by Michael Goldfarb for miscellaneous case-related items (e.g. records requests, postage, etc) will be billed against the retainer.

Appearances: I understand that Michael Goldfarb will testify regarding his findings and recommendations only under subpoena. I understand and agree that Mr. Goldfarb's fee for a Court appearance or deposition is $400 per hour. In the event that Mr. Goldfarb is subpoenaed to testify, the party issuing the subpoena is required to pay a deposit of $4,800 (8-hour day plus 4 hours of preparation time at $400 per hour). There is a half-day minimum charge (a half-day is defined as 8:00 am to 12:00 pm or 12:00 pm to 4:00 pm). To ensure Mr. Goldfarb's availability, the subpoena and a payment for $4,800 must be provided to Moxie Inc. no later than five full business days prior to the requested Court/Deposition appearance. As much advance notice as possible is greatly appreciated. Subsequent cancellation of the Court/Deposition appearance will result in forfeiture of the deposit.

Mandated Reporter: I understand that, as an MSW, Michael Goldfarb is considered by state law to be a mandated reporter. He is therefore obligated to report to the proper authorities any evidence of physical or sexual abuse or neglect of minors, elders, or vulnerable adults, as well as any direct threat to harm oneself or another person.

Case Manager/Assistant: Michael Goldfarb may utilize a case manager or assistant to manage communication, gather information, draft documents or complete other tasks. The

case manager/ assistant will not have the authority to make decisions. The work of the case manager/assistant will be billed at $150 per hour.

Recording of Communication: By signing this agreement, it is understood and agreed that recordings of sessions and phone conversations with Michael Goldfarb 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. If it is discovered that a recording was made, it will be viewed as an explicit violation of this contract.

CONFIDENTIALITY

I understand that the information that Michael Goldfarb requires from me is for the purpose of completing a Court-ordered Parenting Plan Evaluation. I understand and agree that the information I have provided him may be used in his evaluation, recommendations, and report – which in turn will be provided to the parties, their attorneys, and, potentially, the Court – and, to that extent, I understand that the information I provide to Mr. Goldfarb will not be considered confidential.

I have received and read a copy of this contract, and I have discussed the provisions of this contract with my attorney.

Signed:_____

Date:_____

Parent of:_____