

## PARENTING CONSULTING FEE AGREEMENT

### *Nature & Purpose of the Parenting Consultant (PC)*

A Parenting Consultant is a court-appointed position established to provide three distinct services in the family decision making process: coaching, negotiation and arbitration.

Parents are the most informed individuals to make decisions about their children, and whenever possible they will be assisted in making those decisions. However, when there is an impasse, the Consultant is charged with creating and providing a resolution through an informed decision-making process.

Parenting Consulting is not psychotherapy or mediation and as such, there is no expectation of confidentiality. While Carrie Crockford, LMFT is a Licensed Marriage and Family Therapist she will not be acting in this role as the Parenting Consultant and therefore all information and correspondence shared with the Parenting Consultant by the clients or their collateral contacts is subject to disclosure and may lose the protection of attorney-client privilege.

### *Fees for Services*

#### **Sessions:**

All modes of service provision will be billed at the rate of **\$300.00 per service hour**. Fees and billing structure are reviewed January 1<sup>st</sup> each year, and subject to change.

Services outside of direct client meetings are billed in 15-minute unit increments at the rate of **\$75.00 per unit**.

#### **Retainer:**

An initial deposit of **\$4,000.00** is required to begin consulting services. Parties will be billed for one-half of all services costs unless a financial agreement or Court Order is in place outlining otherwise.

Payments will be made to Paradigm Counseling, LLC. All funds in this deposit will be held in a non-interest earning account and once applied, will be billed at the time each service is rendered.

Services billed against the retainer include the following:

- 1) All sessions and meetings through in-person or video conferencing
- 2) All phone calls and emails related to the case
- 3) Reading and/or reviewing documentation
- 4) Drafting memos, correspondence, reports or additional documentation
- 5) Consultation with collateral contacts, court agents and/or client attorneys.

### *Billing*

In general, each party will be billed for one –half of the fees and costs associated with Parenting Consultant services. All services will be paid for at the time of provision and deducted from the retainer according to this fee agreement.

1. **Different allocation based on cause:** The Parenting Consultant reserves the right to allocate fees differently if she determines one party has unreasonably contributed to the costs or abused the process. The Parenting Consultant may allocate the fees, costs and deposit in a manner different than described above when the Parenting Consultant deems appropriate, *in her sole discretion*.
2. **Both parties responsible for fees:** It is understood that despite the fact that the Parenting Consultant may make decisions or orders in favor of one party, both parties will continue to be responsible for the payment of fees associated with such services.
3. **Replenishing the retainer:** When the balance in the holding account reaches \$500.00, the parties will be responsible for replenishing the retainer to the full deposit amount based on the fee allocation agreement. The Parenting Consultant reserves the right to suspend services for failure to replenish the account.
4. **Billing Statements:** A detailed statement of billing (paid Invoice) will be provided to each party once a month. Parties may request these statements to be provided to the Court if they are seeking repayment/reimbursement from the other party for fees paid to the Parenting Consultant.

### *Holding Account*

Deposits made to Paradigm Counseling for Parenting Consultant services will be held in a separate, non-interest earning account for the duration of the appointment or use of Parenting Consulting services. All services will be billed against that deposit and transferred out of the holding account. Invoices will be sent monthly indicating charged services and remaining balance, or balance due.

#### *Replenishing the Deposit*

- The retainer will need to be replenished when the remainder reaches **\$500**.
- The retainer will need to be replenished in full (deposit of \$3,500) to continue the Parenting Consulting services.
- The retainer will need to be replenished within 14 days of the date of the invoice.
- Failure to replenish the retainer while services remain active and expected will result in suspension of services, outlined in detail below.

### Deposit Remainder

Upon completion of the Parenting Consultant services any remaining deposit in the clients holding account will be refunded to the client(s) within 30 (thirty) days via electronic deposit. Any future requested services will be billed hourly and invoiced to be paid at the time of service.

### Cancellation Policy

If you are unable to attend a session for any reason, you are required to notify Paradigm Counseling **at least 24 hours in advance** of the session to avoid being charged for the session. Late cancellations less than 24 hours prior to the session, or failure to communicate a cancellation (considered a 'no-show') will be billed at the full hourly rate and charged **\$275.00**. This fee will be paid by the party responsible for the missed/cancelled session. If both parties are responsible, the fee will be split according to the fee agreement.

### Court Appearances & Fees

Attendance at, or involvement with court appearances or forensic investigation will be contracted and billed separately through the following fee structure and agreement. For purposes of clarity, a half-day is defined as a 4-hour increment and reflects any amount of time up to 4 hours. A full-day is defined as an 8-hour increment and reflects any amount of time over 4 hours and up to 8 hours.

The Parenting Consultant's fee for court appearances is **\$1,400** per half-day and **\$2,600** per full-day. In addition to the court appearance, there is a **\$1,200** charge for four hours of preparation for the appearance.

#### Payment:

- A deposit totaling **\$2,600 for a half day** must be paid at least five (5) business days prior to the scheduled court appearance.
- A deposit totaling **\$4,000 for a full day** must be paid at least five (5) business days prior to the scheduled court appearance.
- Cancellation of court for any reason must be provided to the Parenting Consultant at **least 48 hours prior** to the scheduled court appearance. Failure to inform the Consultant in that time frame will result in forfeiture of the full deposit.

### Suspension of Services

Parenting Consulting services may be suspended in their entirety (made "Inactive") upon failure to pay any unpaid balance, or if one party is abusing the consulting process. The Parenting Consultant may choose to allocate fees in a manner different than listed above if one Party fails to participate in their fee agreement. Reinstatement of services may occur if the compliant Party pays the balance due in full. That Party may choose to discuss with their attorney their options for seeking reimbursement from the non-compliant Party for their share of the service expenses.

### *Confidentiality*

Pursuant to the Rule 114.13A, subd. 7 of the General Rules of Practice for the District Courts: This alternative dispute resolution process is not confidential and the confidentiality provisions of Rule 114 do not apply.

1. 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.
2. **EXCEPTION:** As a licensed therapist, the Parenting Consultant is a mandated reporter of child maltreatment and may be required to make such a report if deemed necessary.
3. 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..
4. The Parenting Consultant is not a party to the proceedings.
5. The Parenting Consultant does not communicate with the court except by subpoena or court order.

### *Non-Recording Agreement*

Paradigm Counseling, LLC maintains a strict policy on any and all audio and/or video recording. The Parenting Consultant will only consent to recording of a session for exceptional reasons and only after the drawbacks and risks have been discussed, and written consent of all parties is obtained. Violation of this policy by covert recording or non-conformance with this agreement will lead to suspension of services. Note that by signing the agreement below you are aware of and able to comply with this policy.

### *Written Statement of Qualifications*

Carrie received a Masters Degree in Marriage and Family Therapy from St. Mary's University of Minnesota in 2012 and is a Board Certified Licensed Marriage & Family Therapist. She has been providing therapeutic services for over 20 years and has worked specifically with families impacted by high conflict, domestic abuse and trauma for the past 12 years. She is a Qualified Neutral for Alternative Dispute Resolution (ADR) under Rule 114 of the Minnesota General Rules of Practice, and received her Mediation training in 2022. Full CV can be provided upon request.

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

D. 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.

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

**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.



*Appointment Contingency*

Unless otherwise noted in a Court Order, the appointment of the Parenting Consultant is contingent upon the execution of the Parenting Consultant’s fee arrangement. The appointment is not final until the fee agreement has been executed by both parties.

PARENTING CONSULTING FEE AGREEMENT  
SIGNATURES

By signing below, I acknowledge that I have received, read, understand the above stated purpose and expectations of the Parenting Consultant as well as the fee structure outlined within. I agree to retain Carrie Crockford, LMFT from Paradigm Counseling, LLC as my Parenting Consultant under the conditions described in this agreement.

PARENT:

I agree to pay Paradigm Counseling, LLC \_\_\_\_\_ % of the initial \$3,000 deposit.

\_\_\_\_\_  
Petitioner’s Printed Name

\_\_\_\_\_  
Petitioner’s Signature

\_\_\_\_\_  
Date

PARENT:

I agree to pay Paradigm Counseling, LLC \_\_\_\_\_ % of the initial \$3,000 deposit.

\_\_\_\_\_  
Respondent’s Printed Name

\_\_\_\_\_  
Respondent’s Signature

\_\_\_\_\_  
Date

