

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 Peggy Cottrell, MA, LMFT.
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 to the parents and the ADR professional within a Dispute Resolution session. The Child Consultant may participate in additional ADR sessions, if requested.
4. Confidentiality. If the Child Inclusive Process is conducted as part of a Mediation or Parenting Time Expediting process, it is protected by the same confidentiality of Rule and Statute in which Mediation and Parenting Time Expediting are provided.

If the Child Inclusive Process is conducted as part of a Parenting Consulting process, we agree that information from interviews with the child or children will be protected by a Safe Harbor agreement (attached). Information from the parent interviews and feedback sessions will be discoverable in the same manner that governs Parenting Consulting under a Rule 114 appointment.

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 \$275 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: _____%
_____ %

7. Deposit. A deposit of \$2,000.00 is required before the process begins. This will cover eight hours of the Child Consultant's time, including a one-hour meeting with each parent, 2-4 hours of meeting with the child(ren), an hour of preparation of materials, and 1-3 hours in the mediation/ADR session to present information to the parents and mediator. Any unused portion of the deposit will be refunded to the parents.

The deposit will be divided between the parties in the following manner:

Party: _____ Percentage: _____%
_____ %

8. Cancellations. Appointments cancelled or not kept with less than 24 hours notice will be charged at the full hourly rate. Appointments cancelled 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 cancelled 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

SAFE HARBOR AGREEMENT

Please sign this agreement if you are having a Child Consultant join your Parenting Consultant process.

1. Parties. The parties to this Agreement are:

_____ and _____ (together “the parents”),

_____ (“the Child Consultant”), and

_____ (“the Parenting Consultant” [PC])

2. Goal. The goal of the Child Inclusive Process is to permit the children to have a place that they deem safe to be able to speak to a Child Consultant about any apprehensions, concerns, or issues without fear that what they say will be used to interfere with or create problems in their relationship with either parent.

3. Safe Harbor. In order to effectuate the stated goal, the parties acknowledge the importance of the Child Consultant’s office being a “safe harbor”—a place where the children can be truthfully assured that what they say will not be disclosed to third parties without their consent.

4. AGREEMENT: Therefore, to create the safe harbor for the children, the parties agree as follows:

A. No court/no depositions. Neither parent shall, nor will either parent permit his or her attorney to, subpoena the Child Consultant or her notes related to the content of the interview with the children to a trial, hearing, deposition, or arbitration.

B. No interrogations. Neither parent shall, nor will either parent permit his or her attorney to, demand answers from either the Child Consultant or the children to questions about the content of the children’s meeting with the Child Consultant.

C. No disclosure. The Child Consultant agrees that she shall not divulge to either attorney, to the Judge, or to any other third party except the Parenting Consultant or Mediator, any matter relating to the content of the meeting with the children (except required disclosures under the Child Abuse Reporting Act) without the children’s explicit consent.

D. Exceptions:

- 1) The Child Consultant shall be free to advise the Parenting Consultant that certain matters which arose in the meeting with the children should impact particular parenting decisions within the purview of the PC.
- 2) The Child Consultant, at his or her sole discretion, may divulge what he or she deems to be sufficient pertinent information, so that the Parenting Consultant will have the necessary predicate data to make an informed decision about a parenting matter within the purview of the PC.

- 3) If the Parenting Consultant makes a decision based on input from the Child Consultant, the PC shall only reveal in the decision that amount of information which the Child Consultant authorizes about the children's statements.
- 4) Accordingly, the parents understand and accept that occasionally there may be a decision which reads: "I have decided this based on input from the Child Consultant" without further explanation.

E. No Loophole. To preclude either parent or either parent's attorney from seeking access to the content of the children's interview through the Child Consultant's communication with the PC, the parents affirmatively agree that they shall not, nor will they permit their attorneys to, interrogate or to subpoena the PC's notes or recollections of communications with the Child Consultant to any trial, hearing, deposition, or arbitration. Notes that contain information about the children's interview shall be stored in a file separate from the parents' PC file.

F. Enforcement. Any party, or his or her attorney, who seeks to interrogate or subpoena the Child Consultant or Parenting Consultant regarding the content of the children's session(s) shall be liable for all attorney fees and costs incurred to resist answering discovery requests or to quash a subpoena.

SIGNATURES

Signature:

Date:

Parent: _____

Parent: _____

Child Consultant: _____

Parenting Consultant: _____
