

Jordan Hart, Ph.D.
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PARENTING CONSULTANT FEE AGREEMENT

I. DESCRIPTION

- A. 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 have reviewed the Court Order appointing the PC and agree to the PC’s scope, duties, responsibilities, and process.
- B. The Parties understand and acknowledge that Dr. Hart is not acting as a psychologist in undertaking all responsibilities of the PC. She will be providing Alternative Dispute Resolution services. She will not be providing therapy or any other service in the role of a psychologist.

II. FEES AND BILLING

- A. The Parties shall pay for all time spent by the PC, at the rate of \$300.00 per hour. *This hourly rate is subject to change on January 1st of each year.*
- B. Time is billed at a minimum of 0.1 hour increments (\$30.00 per 6-minute increment).
- C. The bill each Party receives will reflect the full amount of time spent by the PC; however, the charge reflected will be the portion for which each Party is responsible.
- D. Fees will be charged for any and all time the PC spends working on this matter, including meetings with the Parties, telephone calls pertaining to the matter, reviewing and responding to emails, reviewing letters and other records and written material, preparation of written reports and decisions, round-trip travel time and any other time expended in association with the duties of the PC.
- E. Payments for each face-to-face meeting must be paid at the time of the meeting and will not be drawn from the deposit account funds unless otherwise noted. If the PC decides to hold separate meetings with the Parties, or if there is an order which requires that separate meetings be held, then the Party attending the meeting will pay for the entire meeting at that time.
- F. Payment for non-session time and for costs incurred shall be made as follows:
 - 1. The Parties shall pay an initial retainer of \$4,000.00. Each Party shall pay \$2,000.00 of the deposit, unless the Parties have agreed to a different arrangement. This sum shall be deposited in a non-interest bearing trust

account and applied to any time or expenditures associated with the PC's involvement as parenting consultant.

2. The Parties shall make an additional payment when the previous retainer has fallen below a \$500.00 balance, or will fall below a \$500.00 balance by the non-session work needed before the next face-to-face meeting. This retainer shall be an amount equal to the previous retainer, or a lesser amount if the PC reasonably expects that the remaining non-session fees will be less than the amount of the previous retainer.
 3. The monthly statement each Party receives will reflect the Party's trust account balance. If the retainer is below a \$500.00 balance, replenishment of the deposit is due within fifteen (15) days of receipt of the billing statement. If the Party's trust account balance is not replenished as required above and/or any outstanding fees are not paid in full, services may, at the PC's discretion, be suspended on the file.
- G. The PC may assess more than the proportion of the fees and costs outlined above to either Party if the PC determines that a Party has abused the process or if the PC determines that the PC's involvement was unnecessary.
- H. It is understood that despite the fact that the PC may make decisions or orders in the favor of one parent, both parents will continue to be responsible for the payment of fees associated with such services.
- I. A final sum of \$300.00 will remain in each Party's trust account for one year 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, consultation, etc.). After that time, the Party may request a refund of any unused amount. Requests must be submitted in writing to Dr. Hart. In order to be sure that the refund is correctly computed, it will not be paid until completion of the monthly billing statement for the month in which the written request for refund is received.

III. COSTS & EXPENSES

- A. Copying Costs. If either party requests a copy of the entire file or any portion thereof at any time, the party will be charged a copy fee of \$0.75 per page. This charge will apply to all portions of the file which the requesting party asks to be forwarded to him/her. Prepayment for the estimated number of copies must be made prior to beginning of the copying job, with any balance due to be paid prior to the release of the copies.
- B. General Costs and Expenses. Dr. Hart may incur various costs and expenses in performing services under this agreement. You agree to pay for those costs and expenses at the rates billed, in addition to the hourly fees. The costs and expenses

may include (but are not limited to) process servers' fees, fees fixed by law or assessed by courts and other agencies, court reporters' fees, conference call services, messenger and other delivery fees, postage and overnight delivery charges, parking and other local travel expenses, photocopying and other reproduction costs.

IV. COURT APPEARANCE AND FEES

In the event the PC is required to appear at a deposition, trial, or evidentiary hearing, the party requesting Dr. Hart's appearance shall be responsible for the following:

- A. The PC's rate is \$350.00 per hour for court related preparation and appearances. Court appearance is by **subpoena only** and must accompany the deposit. A deposit of \$2,800.00 is required for a full day (8 hours) or \$1,400.00 for a half day (four hours).
- B. In addition to the court appearance, there is a charge of \$1,400.00 for up to 4 hours of preparation time. The PC may require a larger fee for preparation time, at the PC's discretion.
- C. In order to ensure the availability of the PC, **a subpoena and deposit of \$4,200.00 for a full day or \$2,800.00 for a half day must be received at least two weeks in advance of the court date.**
- D. If the court appearance is cancelled more than two full business days before the court date, the entire deposit will be returned. If the appearance is cancelled more than one full business day but less than two full business days, one half of the deposit will be forfeited. If the appearance is cancelled less than one full business day in advance, the entire of the amount of the deposit will be forfeited. Any time the PC has spent in preparation for the court hearing prior to the cancellation will be charged at a rate of \$350.00 per hour and will not be returned.

V. SUSPENSION OF SERVICES

- A. Absent other agreement, the PC reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance.
- B. 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.

VI. CANCELLATION

- A. Appointments cancelled with less than one full business day notice will be charged the full amount of the scheduled time for the appointment.

- B. Appointments cancelled between one and two full business days' will be charged half of the scheduled time for the appointment.
- C. There is no charge for appointments cancelled with more than two full business days' notice.
- D. An appointment is considered missed if the Party has not arrived 20 minutes after the scheduled start time of the session.
- E. Charges for missed appointments, late cancellations, or session termination, will be paid solely by the person (or drawn from his/her deposit) who misses and/or cancels the appointment or whose conduct resulted in the termination of the session.
- F. Sessions that are terminated early as a result of one Party's conduct will be charged at the full amount of the scheduled appointment.

VII. CRISIS

The PC cannot respond to crisis situations and is unlikely to be available at either Party's immediate request. Therefore, much of the contact with the PC will be scheduled.

VIII. CLAIMS FILED IN COURT

Any claims filed in court arising from the Parties' work with the PC, including but not limited to fee disputes, shall be heard in Family Court.

My signature below indicates that I have received, read and understand the information in this agreement, and that I agree to retain Dr. Jordan Hart as Parenting Consultant under the conditions described in this agreement.

_____ Date

_____ Date

 Jordan Hart, Ph.D. Date
 Parenting Consultant