**CHILD CONSULTANT FEE AGREEMENT   
(Mediation)**

1. **Process:** Child Inclusive Mediation is designed to help parents better understand how their child(ren) are experiencing the separation or divorce. The child(ren)’s perspective is brought into the process to assist the parents in reaching resolutions that both support the child(ren)’s overall adjustment and promote family relationships.
2. **Child Consultant:** The parties agree to participate in the *Child Inclusive Process* with Kristin Woulfe, M.A., as the Child Consultant.
3. **Role of the Child Consultant:** The Child Consultant brings the voice of the child(ren) into the mediation process to provide parents with information that may be useful in their decision-making. The Child Consultant meets with each parent individually, meets with the child(ren), and provides feedback to the parents in a mediation session. The Child Consultant may participate in additional mediation sessions, upon request.
4. **Role of the Mediator:** The Mediator serves as a facilitator in this process, helping parents incorporate information from the Child Consultant into their discussions about child-related issues. The Mediator does not make decisions or provide legal advice to parents.
5. **Confidentiality:** Child Inclusive Mediation is a form of mediation and is subject to the same confidentiality requirements as other forms of mediation. Specifically, the Child Consultant may not provide information about the issues addressed in the mediation process to the Court or to any other third party (except in circumstances as described in Paragraph 6, below).   
     
   The Child Consultant shall not be subpoenaed to provide testimony at trial or deposition, or to provide any records or documentation regarding the issues addressed in the mediation. If either party attempts to subpoena the Child Consultant or any records pertaining to the mediation, that party will be responsible for any and all expenses incurred to resist or quash the subpoena, including legal fees.



1. **Exceptions to Confidentiality:** The Child Consultant may disclose certain information under the following circumstances:

* The Child Consultant is a mandated reporter and is obliged to report to the proper authorities any evidence of abuse or neglect of children, elders, or vulnerable adults; or any direct threat made to harm oneself or another person.
* Where disclosure is necessary to disprove a claim of Mediator or Child Consultant misconduct

1. **Fees:** The Child Consultant shall be compensated at the rate of $275.00 per hour. Fees are charged for all time spent on the case, including, but not limited to: preparation for and time spent in mediation sessions; in-person meetings; telephone conferences; review of files, correspondence, and other documents; drafting summaries or correspondence; consultation with attorneys; and travel.

The Child Consultant may utilize a case manager/assistant to manage communication, gather information, draft documents or complete other tasks. The work of the case manager/assistant will be billed at $150.00 per hour.

The parties understand that there is no correlation between fees and/or success or failure to reach agreement in the mediation process.

Any additional fees due in excess of the initial deposit (described in Paragraph 8, below) must be paid prior to the feedback session.

If either party declines to pay the Child Consultant’s fees, the Child Consultant shall no longer be responsible for providing services. Feedback will not be provided until all fees have been paid in full.

1. **Deposit:** An initial deposit of $2,475.00 is required before the Child Inclusive Process begins. This deposit covers 9 hours of the Child Consultant’s time. The *anticipated costs* are as follows:
   * 1 hour intake meeting with Child Consultant, Mediator, and parents
   * 1-2 hours individual meeting with each parent
   * 2-4 hours meeting with the child(ren)
   * 1 hour of prep time for the feedback session
   * 1 hour of consultation with Mediator
   * 1-3 hours in the joint feedback session

The parties shall be responsible for the initial deposit as follows:

(Party) %

(Party) %

In the event additional fees are required, the parties shall be responsible for payment as follows:

(Party) %

(Party) %

Any unused portion of the deposit will be returned to the parties at the conclusion of the process.

1. **Cancellation:** Appointments cancelled or missed with less than one full business day notice, will be charged the full amount of the scheduled time for the appointment. Appointments cancelled with more than one but less than two full business days’ notice, will be charged half of the scheduled time for the appointment. There is no charge or cancellation fee for appointments that are cancelled with more than two full business days’ notice.
2. **Termination:** Either party, the Child Consultant, or the Mediator, may terminate the Child Inclusive Mediation at any time, either verbally or in writing.

**WE HAVE READ THIS DOCUMENT AND WE AGREE TO ALL TERMS**

**AND CONDITIONS OF THIS AGREEMENT TO PARTICIPATE IN CHILD INCLUSIVE MEDIATION**

Signature Date

Signature Date

Mediator Date

Child Consultant Date