

AGREEMENT FOR PARENTING COORDINATION SERVICES

This is an agreement for parenting coordination (“PC”) services under the *Arbitration Act* S. O. 1991 c. 17, and the *Family Law Act* R.S.O. 1990 c. F. 3.

Between:

&

(“the parents”)

- and -

Riverdale Mediation Ltd. (“Riverdale”)

1. PRINCIPLES

- 1.1 Children benefit from a meaningful relationship with both parents.
- 1.2 Parental conflict can harm children’s adjustment to their parents’ separation.
- 1.3 Children should remain uninvolved in disputes between their parents.
- 1.4 Parenting coordination is a child-focused dispute resolution process designed to:
 - (a) help parents settle parenting disputes in a timely manner, and
 - (b) facilitate the management and implementation of their separation agreement, minutes of settlement, court order or arbitration award relating to their parenting arrangements. (the “Parenting Plan”).

2. DEFINITIONS

- 2.1 “Arbitration Act” means the *Arbitration Act, 1991*, S. O., 1991, c. 17, as am. S. O. 2006, c. 1, s. 1; 2006, c. 19, Sched. C, s. 1(1);

- 2.2 “Child, Youth and Family Services Act “ means the *Child, Youth and Family Services Act* R.S.O. 1990, c. C. 11
- 2.3 “Children’s Law Reform Act” means the *Children’s Law Reform Act*, R.S.O. 1990, c. C. 12;
- 2.4 “Divorce Act” means the *Divorce Act*, R. S. C. 1985 (2nd Supp.), c. 3, as amended;
- 2.5 “Family Law Act” means the *Family Law Act*, R.S.O. 1990, c. F. 3, as am. S. O. 2006, c. 1, s. 5; 2006, c. 19, Sched. B, s. 9, Sched. C, s. 1(1), (2), (4);
- 2.6 “Family Law Rules” means the Family Law Rules, Ont, Reg. 114/99.

3. THE PARENTING COORDINATOR (PC) AND TERM OF THIS AGREEMENT

- 3.1 Subject to paragraph 3.7 below, _____ is appointed as the Primary PC and _____ as the Back-up PC on behalf of Riverdale (the “PC”), in accordance with the attached Parenting Plan. The parents have satisfied themselves that the PCs named are neutral and have the qualifications to competently provide this service.
- 3.2 The parents agree that either the Primary or Back-Up PC may act under this Agreement. If either parent objects to the Back-Up PC acting on a given issue or in a particular stage, the Primary PC will act. Fees will be charged based on the applicable rates for each PC.
- 3.3 The PC is appointed for a term of _____ months, expiring _____ (“the expiry date”).
- 3.4 The parents and the PC shall provide written notice to one another at least 30 days before the expiry date whether they intend to renew the Agreement. Consent of both parents is required to renew this Agreement along with updated screening for suitability by the PC. At the time of renewal, the parents shall sign the Riverdale PC Agreement then in effect. Independent Legal Advice for a renewal is not required.
- 3.5 Neither parent may unilaterally terminate this Agreement. The parents may jointly terminate this Agreement, or select another PC, in writing.
- 3.6 The PC may resign if they determine, in their discretion, that doing so is in the best interests of the children, or if they are unable to serve out their term. They need not

provide notice of or reasons for their resignation, which shall be made in writing.

- 3.7 If for any reason neither the Primary nor Back-up PC is available or able to serve out the term of this Agreement, and the parties do not jointly elect a new PC, Riverdale may, in its discretion, designate another qualified PC at the same hourly rate or less.
- 3.8 The parents consent to the participation of a PC-in-Training as an observer during the term of this Contract.

4. THE PC FUNCTION

- 4.1 Subject to paragraph 3.2 above, the PC will provide a combined consensus-building (mediation) and decision-making (arbitration) dispute resolution service. The PC is not disqualified from adjudicating any issue because they have also acted as a mediator in relation to that issue. The parents specifically waive section 35 of the *Arbitration Act*.
- 4.2 All communications under this Agreement may occur via email using the addresses provided by the parents to the PC in their intake forms.
- 4.3 The PC does not provide legal, counselling or therapy services. Any comments or suggestions made by the PC while fulfilling their responsibilities under this Agreement shall not be construed as counselling, therapeutic or legal advice.
- 4.4 The parents have read and agree to abide by the [Terms of Online Family Dispute Resolution](#) as are set out on the Riverdale website as they may be amended from time to time, to the extent that some or all of their PC process is conducted using online or other technology.
- 4.5 Upon the request of either parent, the PC will attempt to help the parents reach agreement on the issue in dispute in accordance with the provisions herein for mediation. If the parents are unable to agree, the PC is authorized to make a binding decision on the matter in accordance with the provisions set out herein for arbitration.
- 4.6 In fulfilling their role, both as mediator and as arbitrator, the PC may, in their discretion:
- (a) meet with the parents jointly or individually, and/or with their children, with the timing, frequency and duration of meetings determined by the PC;

- (b) coach parents about communication with one another and with their children to facilitate settlement of the issues, with the goal of helping parents acquire the skills and experience to resolve future issues on their own;
- (c) recommend appropriate resources for the parents and the children;
- (d) Consult with and receive documents and other information from the parents and from any third parties who, in the discretion of the PC, have information that is relevant to their role. This may include but it not limited to caregivers, family members, medical professionals, counsellors and therapists, assessors, educators, and other professional or lay persons; and
- (e) Seek legal and other advice as needed.

5. WAIVER

- 5.1 Subject to paragraph 5.2 below, the parents waive their rights to litigate the issues within the jurisdiction of the PC during the term of this Agreement.
- 5.2 The PC may, in their sole discretion, determine that any particular issue or matter is not appropriate for adjudication by the PC, in which case that matter or issue may be brought before a court at the request of either parent. A decision to decline to arbitrate a specific matter or issue does not terminate this contract, which shall continue in such an event.
- 5.3 The parents waive any right of action or claim against Riverdale or the PC arising out of this contract.

6. JURISDICTION

- 6.1 The PC may interpret, manage and provide direction with respect to the implementation of their Parenting Plan, as set out in the attached Court Order, Minutes of Settlement, Separation Agreement, or Arbitration Award dated _____.
- 6.2 In particular, either parent may request the PC's assistance with:
 - (a) difficulties related to the children's transitions between the parents, including codes of conduct, transportation, times, circumstances and locations of exchanges;

- (b) developing effective parental communication methods and protocols as well as parent-child communication protocols (eg/ Zoom or phone calls with children);
- (c) developing effective means of disengagement in their parenting and communication where appropriate;
- (d) establishing effective ways to exchange information about the children (i.e., health, welfare, education, religion, routines, day-to-day matters, etc.)
- (e) addressing temporary changes to the usual parenting time schedule, including to accommodate special events and circumstances for the children and/or the parents;
- (f) resolving conflicts concerning the children's participation in school, recreational, enrichment or extra-curricular activities, lessons, and programs;
- (g) addressing the movement of the children's clothing, equipment, toys and personal possessions between households;
- (h) addressing matters relating to the children's travel with one parent or others;
- (i) resolving conflicts concerning day to day health care, education, and activities; and
- (j) resolving conflicts about any other parenting function, issue or decision that relates to the interpretation, management or implementation of the Parenting Plan.

6.3 Unless otherwise provided, **the PC does not have jurisdiction to adjudicate:**

- (a) requests for a permanent change in the residential schedule that would substantially change the children's time with one parent, or impact the quantum of child support;
- (b) requests to move the children's residence;
- (c) requests to change the decision-making rights and responsibilities of the parents, or
- (d) other: _____

6.4 The PC may award costs as detailed in paragraph 17 herein.

7. PARENTS TO PROVIDE AUTHORIZATION

7.1 The parents shall sign any authorization requested by the PC to gather information to fulfill their role. The parents shall provide all documents and other information requested by the PC. Each parent shall provide to the other copies of all documents provided to the PC, unless otherwise directed.

8. HEARING THE CHILD'S VOICE

8.1 The parents understand that, under the United Nations Convention on the Rights of the Child, to which Canada is a signatory, children have the legal right to be provided with an opportunity to express their views about decisions that affect their well-being, consistent with their age, capacity and desire to participate.

8.2 The PC may recommend or require that the children's voice be heard in the PC process, either by interviewing the children and providing the parents with a Hear the Child Report, by the intervention of a third party professional, or other means.

8.3 If the PC conducts the interview/s of the children, they will follow the Hear the Child Report procedure established by the Family Dispute Resolution Institute of Ontario and/or the BC Hear the Child Society and the parents will sign the required authorizations.

8.4 Any child interview and Report shall be governed by the following principles:

- (a) The parents shall be given information about the process and invited to share information about their children as appropriate;
- (b) The parents will be given the opportunity to share in the delivery and pick up of the children with the interviewer;
- (c) All information provided to the interviewer by the child/ren is subject to confidentiality and common law privilege, subject to:
 - i. the exception to report a child in need of protection under s. 126 of the Child, Youth and Family Services Act,
 - ii. the duty to report or warn a third party if information suggests an

imminent or serious threat to a person's life or safety; or

- iii. unless the child authorizes the interviewer to share the information with the parents;
- (d) The Report of the interviewer will be shared with the parents (and the PC if someone other than the PC conducts the interview).
- (e) The parents waive any right to cross-examine on the Report, but the interviewer may, in the PC's discretion, be asked to provide further evidence at a hearing.
- (f) The purpose of the Report during the mediation stage is to assist the parents to make child-focused decisions that consider the views and preferences of the children where appropriate;
- (g) The purpose of the Report during the arbitration stage is to provide the PC with proportionate information about the children's views and preferences. The parents specifically authorize the PC to consider their own Report as evidence in the arbitration phase of the process and waive any claim to a violation of due process in that event.
- (h) The interviewer is not a compellable witness in any other proceeding.

9. CONFIDENTIALITY

- 9.1 This is 'closed' Parenting Coordination. All communications shared, meetings held and documents produced in connection with this Agreement, and all acts in furtherance of this process, are private and confidential, except as required by law and subject to the exceptions set out herein.
- 9.2 In particular, the intake/screening meeting that preceded the signing of this Agreement, all individual and joint meetings that take place during the course of this Agreement, and all forms, documents, notes and records relating thereto shall remain private and confidential. They shall not be produced in any court or other public or private forum for any purpose.
- 9.3 No party nor third party shall, in these or any proceedings, summons or otherwise seek to compel the PC or PC-In-Training to testify or to produce records, reports, or notes prepared by anyone in connection with any part of the PC process.

- 9.4 The parents and their counsel warrant that they will not, themselves nor anyone acting on their behalf, audio or video record, photograph, film, screen shot, take transcripts or otherwise capture the verbatim record of or images from any part of this process, subject to arranging for a Reporter for an arbitration hearing hereunder.
- 9.5 The common law exception to settlement privilege which permits the production or disclosure of without prejudice communications to prove a settlement is renounced. No evidence of any mediation communications shall be produced or disclosed in any legal proceedings relating to a settlement reached at or after the mediation, including in an arbitration under this Agreement, save for a written agreement containing the settlement terms signed by the parties and witnessed, or a Consent Award incorporating the settlement terms.
- 9.6 The PC and the Co-PC may share all information arising from this process between themselves and with any PC-in-Training assigned to the file, as well as with the Principal and employees of Riverdale.
- 9.7 The PC's notes and file, including their notes from the intake and screening processes and the intake forms completed by the parents, and the file prepared before, during and after the PC process, are the property of Riverdale, whether or not they are part of the Record of the arbitration.
- 9.8 Notwithstanding the foregoing, the PC may have a duty to disclose otherwise confidential information including:
- (a) to report a child in need of protection pursuant to s. 125 of the Child Youth and Family Services Act;
 - (b) where they believe there is an actual or potential threat to the life or safety of a person or animal;
 - (c) where the PC is ordered by a court to provide evidence;
 - (d) where either parent makes a claim or complaint against the PC or Riverdale, or disputes fees; or
 - (e) for research, quality control or education purposes on a non-identifying basis.

PARENTING COORDINATION STAGES

11 MEDIATION AND COACHING

- 11.1 Either parent may initiate an intervention by the PC. The parents shall follow the procedural requirements of the PC. The PC, after seeking input from the parents as is reasonable in the circumstances, will determine the timing, structure, format and frequency of any meetings, including whether the parents will meet together or separately with the PC, and when and how the parents may be re-screened for power imbalances as required by law.
- 11.2 Meetings may take place in person or by email, Zoom, or telephone in the PC's discretion.
- 11.3 The PC may, as part of the mediation phase, require the parents to participate in co-parent education or coaching, use specified co-parenting communication tools and attend such counselling or other reasonable co-parenting support programs the PC deems appropriate.
- 11.4 The PC may, in their discretion, communicate privately with each parent prior to and during the parenting coordination process, notwithstanding that they may act as their arbitrator. The parents waive any claim that such meetings violate their rights of fairness, equal treatment, or due process under the Arbitration Act. Such meetings are not necessarily confidential as between the parents. If a parent wishes the PC to receive information in confidence, they must say so at the time and the PC must agree. Otherwise, all information shared by a parent during a private meeting may, in the PC's discretion, be shared with the other parent.
- 11.5 If the parents settle a matter during the mediation stage, the PC shall draft a non-binding PC Summary Report that reflects the PC's understanding of the terms agreed upon. Once the parents have had an opportunity to review the PC Summary Report, its operative parts will be made by the PC into a draft Consent Award. The parents will be invited to secure independent legal advice on same within a specified period of time, which will be set in consultation with the parents, after which the Consent Award will be deemed to be binding on the parents as if it were an Order of the Court.

12. ARBITRATION

12.1 The Process

12.1.1 The PC may make decisions to resolve an issue if:

- (a) the parents cannot agree on the matter,
- (b) one parent chooses not to participate in mediation; or
- (c) time constraints make it impossible to reach an agreement.

12.1.2 The PC shall advise the parents that they will be proceeding to arbitration, and may, in their sole discretion, re-screen the parents prior thereto. The details of the proceeding, including timing, schedule, format, procedure, documentary and submission requirements shall be determined by the PC after receiving submissions from the parents as is appropriate in the circumstances. The PC may issue Procedural Directions in their discretion to document the process to be followed.

12.2 The PC will endeavour to have in-person or Zoom meetings should either party request same, but the parents waive their right under s. 26 of the Arbitration Act to require an oral hearing.

12.2.1 Any challenge to the PC's jurisdiction shall be determined by the PC after considering the submissions of each parent.

12.2.2 If a parent fails to comply with the PC's Procedural Directions, or declines to participate, comply with timelines, provide evidence or submissions, or respond to the other's evidence or submissions, the PC may proceed in the absence of that parent or their input.

12.2.3 Subject to the ongoing screening obligation, all oral and written communication for the purpose of arbitration shall occur in the presence of or on notice to both parents.

12.2.4 The parents are advised to seek legal advice before and to involve a lawyer throughout the arbitration.

12.3 Reporter

12.3.1 If a parent wishes to have a reporter for an oral hearing, they shall retain and pay the reporter. The parents may jointly retain a reporter. Otherwise, the parents do not wish to have a reporter and they waive their right to have a transcript of the proceedings. If the PC in their discretion wishes to have a reporter, they may direct the parents to pay such costs as the PC deems appropriate.

12.4 Evidence and Argument

12.4.1 Each parent will have reasonable opportunity, as circumstances permit, to provide evidence of the facts supporting their case, and to make submissions to the PC. Each parent will have reasonable opportunity, as circumstances permit, to hear the other's evidence and submissions and respond to them.

12.4.2 The PC may, with the consent of both parents, rely on information or documents obtained during the mediation phase. In such circumstance, the parents shall provide a jointly written statement of facts or shall consent to a statement prepared by the PC.

12.5 Evidence of the views and preferences of the children

12.5.1 The PC shall ensure that the views and preferences of the children are heard in an age and circumstance-appropriate way. The PC may rely on information obtained from or about the children during the mediation phase. In such circumstance the PC will summarize, in their discretion and respecting the confidentiality of any child-confidant relationship, the views and preferences of the children as they were conveyed to them during the mediation, and provide each parent with a copy prior to the hearing.

13. **APPLICABLE LAW**

13.1 The arbitration shall be conducted in accordance with: (*choose either (i) or (ii)*)

☐ (i) the law of Ontario, and the law of Canada as it applies in Ontario, or

☐ (ii) the law of ____ (name other Canadian jurisdiction) and the law of Canada as it applies in that jurisdiction

14. **EXPERT EVIDENCE AND LEGAL OPINIONS**

14.1 The PC may, in their discretion, direct the parents to retain a professional for the purpose of providing expert evidence or legal advice, and may determine the terms and conditions for same. Alternately or in addition the PC may retain such professionals themselves for the purpose of receiving their evidence, in which case the PC shall provide the parents with a copy of any opinion or report. The PC has authority to require the parents to retain counsel for the child/ren where appropriate. The cost of such retainers shall be paid by the parents in the proportion determined by the PC after receiving submissions from the parents.

- 14.2 The PC may, in their discretion and at their own cost, consult with other professionals for procedural but not substantive advice. Such communications are privileged and confidential to the PC and the professional retained.

15. THE AWARD

- 15.1 The PC will make an Award after receiving the evidence of each parent and any other witnesses, including any evidence that they have considered about the views and preferences of the children, and submissions of each parent.
- 15.2 The PC will deliver the Award in writing. They may in their discretion first inform the parents of their decision orally, and/or they may deliver their decision with reasons to follow. The PC will endeavour to provide reasons for all decisions, but they need not do so in all cases, in their discretion. The parents specifically waive s. 38 of the Arbitration Act.

16. AWARDS ARE BINDING

- 16.1 Subject to rights to appeal or apply to set aside an award under sections 45 and 46 of the Arbitration Act, and subject to any other applicable provisions of the Arbitration Act and the Family Law Act, all Awards of the PC shall be binding upon the parents. Any temporary, interim or final Award may be incorporated into a consent order of the Ontario Superior Court of Justice. Either parent may apply for the enforcement of an Award under the Family Law Act.

17. COSTS

- 17.1 The PC may make a costs Award after requesting submissions from each parent. Costs Awards may include the cost of all aspects of the process including the mediation stage and any hearing. Costs Awards may include a re-allocation of PC or expert fees and reimbursement for costs incurred in relation to a breach of the parenting plan or failure to comply with the PC's Procedural Directions or an Award.
- 17.2 The PC will apply the principles of Rule 24 of the Family Law Rules when making costs Awards.

18. TERMINATION OF THE PC PROCESS

- 18.1 The PC process terminates on the earliest of:
- (a) its expiry date,

- (b) the date that a parent dies,
- (c) the date that a child or the children die;
- (f) The date that the PC resigns, dies or is removed by the court or
- (g) the date on which both parents notify the PC in writing that they wish to terminate this Agreement.

19. APPEAL RIGHTS

19.1 An Award may be appealed as follows: *(choose either (i) or (ii))*

- ☐ (i) A parent may appeal the Award in accordance with subsection 45(1) of the *Arbitration Act, 1991*; or
- ☐ (ii) A parent may appeal the Award on: *(choose one or more of the following)*
 - ☐ A question of law,
 - ☐ A question of fact,
 - ☐ A question of mixed fact and law.

20. FEES

- 20.1 The parents agree to pay the PC's fees as they are appended to the Parenting Coordination Agreement shown on the Riverdale website. They acknowledge that fees may be reasonably increased from time to time and that they will adhere to the increased rates whether they are given specific notice of the increase or not.
- 20.2 The parents shall each pay Riverdale's fees, including all requested deposits, in equal shares, unless they have agreed in writing that one of them will fully pay all fees. Payment of deposits and fees to Riverdale does not limit the ability of the PC to apportion costs between the parents. The parents agree and acknowledge that they will be held jointly and severally liable for all fees charged by Riverdale regardless of the parent to whom the fees were invoiced.
- 20.3 The parents agree to provide initial and refreshed deposits in accordance with the PC's instructions.

- 20.4 Fees may be invoiced or all work done pursuant to this Agreement, including telephone calls, correspondence, meetings with parents or third parties, hearings, travel time, document review, drafting, review and delivery of memoranda and Awards, responding to requests for clarification of Awards or for additional Awards, and so on. All disbursements may be charged including long-distance telephone charges, parking, mileage or other travel expenses, photocopying, courier charges, postage, and taxes. A minimum fee (0.1 hour or 6 minutes) may be charged for each telephone or e-mail contact.
- 20.5 Cancellation fees are payable in accordance with the Riverdale Fee Schedule then in effect as it is posted on the Riverdale website.
- 20.6 If a parent fails to pay their share of the fees, disbursements or deposits, the PC may accept payment of the defaulting parent's share from the other parent and exercise their discretion regarding costs to require the defaulting parent to reimburse the paying parent.
- 20.7 The PC may postpone the service for non-payment of fees. The PC may, at their option, extend the term of this contract by an equivalent amount of time as the period of default.
- 20.8 The PC is empowered to award interim fees and disbursements of the arbitration, including their deposits, following a request for submissions from both parents.
- 20.9 The PC may withhold their Award until all outstanding fees, disbursements, or deposits have been paid.

21. SEVERABILITY OF TERMS

- 21.1 Each of the terms of this agreement is severable from the others and will survive the invalidity or unenforceability of any other term of this agreement.

22. DISPUTE RESOLUTION PROCEDURE

- 22.1 If a parent has concerns about an aspect of the PC's function, or loses confidence in the neutrality of the PC, they shall request a meeting with the PC and/or the Principal of Riverdale before taking steps to challenge the appointment or initiate any other form of complaint.
- 22.2 If the meeting does not satisfy the parent's concerns, s. 13 of the Arbitration Act applies. The PC shall continue to act as PC unless they resign or are removed by

court order.

- 22.3 Should the PC participate in a motion seeking their removal, they may seek reimbursement for their time and expenses in so doing, including legal costs.

23. INDEPENDENT LEGAL ADVICE AND PARENTS' CERTIFICATE

- 23.1 Each of the parents confirms that they have received independent advice and has signed the attached certificate of independent legal advice.

23.2 Each parent:

- (a) certifies that they understand their rights and obligations under this Agreement and the nature and consequences of this Agreement;
- (b) represents that they are not under any undue influence or duress; and
- (c) acknowledges that they are signing this Agreement voluntarily; and
- (d) consents to a PC-in-Training being present to observe this process.

_____	_____
Date	Parent
_____	_____
Date	Lawyer
_____	_____
Date	Parent
_____	_____
Date	Lawyer
_____	_____
Date	Parenting Coordinator on behalf of Riverdale Mediation Ltd.
_____	_____
Date	Co-Parenting Coordinator on behalf of Riverdale Mediation Ltd.

LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, have explained to my client the meaning of the attached Parenting Coordination Agreement (the "Agreement") and have given him or her independent legal advice prior to the signing of the Agreement.

I have explained to my client that the Agreement is a domestic contract within the meaning of the Family Law Act, and the various circumstances under which the Agreement may be set aside. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. I am satisfied that my client is fully able to participate in the Parenting Coordination Process and is doing so voluntarily.

Date

Lawyer's signature

Parent's Certificate

I, _____, confirm that I have received independent legal advice and have attached to this agreement a copy of the certificate of independent legal advice that was provided to me under subsection 59.6(2) of the Family Law Act.

Date

Parent's signature

LAWYER'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, have explained to my client the meaning of the attached Parenting Coordination Agreement (the "Agreement") and have given him or her independent legal advice prior to the signing of the Agreement.

I have explained to my client that the Agreement is a domestic contract within the meaning of the Family Law Act, and the various circumstances under which the Agreement may be set aside. In my opinion, my client understands the nature and consequences of this Agreement. I am satisfied that my client is not signing this Agreement as a result of any duress or undue influence. I am satisfied that my client is fully able to participate in the Parenting Coordination Process and is doing so voluntarily.

Date

Lawyer's signature

Parent's Certificate

I, _____, confirm that I have received independent legal advice and have attached to this agreement a copy of the certificate of independent legal advice that was provided to me under subsection 59.6(2) of the Family Law Act.

Date

Parent's signature

PARENTING COORDINATOR'S CERTIFICATE

I, _____ confirm the following matters:

- (a) I shall treat the parents equally and fairly in the Arbitration, as subsection 19(1) of the Act requires.
- (b) I have received the appropriate training approved by the Attorney General.
- (c) The parents were separately screened by me for power imbalances and domestic violence and I have considered the results of the screening and shall do so throughout the Arbitration, if I conduct one.

Date

Witness

Date

Parenting Coordinator's signature on
behalf of Riverdale Mediation Ltd.

Date

Co-Parenting Coordinator on behalf of
Riverdale Mediation Ltd.

FEE SCHEDULE

(HST EXTRA)

	RATES FOR MEDIATION, ARBITRATION & ARBITRATION SCREENING					PARENTING COORDINATION	HEAR THE CHILD (HTC) INTERVIEWS & REPORT
	INTAKE MEETING	ARBITRATION SCREENING	HOURLY RATE	HALF DAY (2.5 hrs/client incl. 1 hr prep/admin)	FULL DAY (4 hrs/client incl. 1 hr prep/admin)	HOURLY RATE	FEE
Cliff Nelson	\$600.00	\$750.00	\$600.00	\$1500.00	\$2400.00		
Hilary Linton	\$600.00	\$750.00	\$550.00	\$1375.00	\$2200.00	\$550.00	\$1500.00
Avagene Skervin	\$500.00	\$600.00	\$450.00	\$1125.00	\$1800.00		
Borzou Tabrizi	\$450.00	\$600.00	\$400.00	\$1000.00	\$1600.00	\$400.00	
Lindsay Kertland	\$450.00	\$600.00				\$400.00	

Flat rates for intake meetings and arbitration screening include preparation, brief correspondence and drafting any Reports.

Half and full day rates include one hour of administrative and preparation time. Any additional time spent for calls, meetings, correspondence, review and drafting will be charged based on time spent at hourly rates then in effect.

All fees are to be pre-paid.

Parenting coordination clients are asked for periodic deposits to cover ongoing charges which will be billed based on time spent at the hourly rate then in effect.

Fees will be invoiced equally between parties in all matters.

We reserve the right to require one party to pay any outstanding fees not paid by the other as a condition of continued service.

Fees are subject to change in our sole discretion. Disbursements will be invoiced at cost.

Cancellation Policy:

- Notice of 48 hours or less:** all preparation time, expenses/disbursements plus a full day cancellation fee.
- Notice of 48-120 hours:** all preparation time, expenses/disbursements plus a half- day cancellation fee.
- Notice of five business days:** all preparation time, expenses and disbursements.