

**CUSTODY EVALUATION AGREEMENT  
DISTRICT COURT CASE FILE #**

**X and Y**, the Parties In Re the Marriage of X, Petitioner, and Y, Respondent, XXXX County District Court file XX-FA-YY-ZZZ, agree to purchase custody evaluation services from Joe Stenzel of Northwest Mediation & Custody Evaluation Services and comply with the following provisions, which are consistent with Minnesota Statute §518.167 and all court orders in this matter:

1. Role of the Custody Evaluator. Mr. Stenzel will serve as a Custody Evaluator to the Parties.
  - a. The Parties understand that Mr. Stenzel will use the court order to establish the scope of the evaluation; assess all factors and variables pertinent to the evaluation as specified by statutes, case law, referring questions, and research; and gather data using diverse, reliable, balanced methods to deliver an accurate, objective, fair, and independent report to the Court regarding the parents, parental figures, children, adult-child relationships, and other elements of statutory best interest factors.
  - b. Unless ordered to do so, Mr. Stenzel will not provide coparenting services to the Parties. While Mr. Stenzel may explain legal procedures and legal terms relevant to the Parties' understanding of the Custody Evaluator's process, under no circumstances will Mr. Stenzel offer legal advice to the Parties.
2. Duration of Appointment. Mr. Stenzel's formal appointment responsibilities do not begin until the signed agreement and required deposit is returned by all Parties and Mr. Stenzel signs the agreement. Mr. Stenzel's appointment will end when the Court issues a final judgment and decree or by order of the Court.
3. Conduct in the Custody Evaluation Process. The custody evaluation will be conducted in the manner that Mr. Stenzel believes will best and most quickly fulfill the Court's request for custody and parenting time information and a report with a full set of recommendations. The Parties understand the following about the Custody Evaluator's conduct and their own personal conduct during this evaluation:
  - a. In the context of other outstanding court orders, Mr. Stenzel may meet with the Parties together or separately, in person, by telephone or through electronic means, such as e-mail. He may also request meetings with the children and/or with significant others or other family members on issues related to the children. The evaluator must have access to all immediate family members (mother, father, and all children) for as many interviews as may be required. In addition, the evaluator must be free to contact any other person who may have useful information.
  - b. The Parties shall notify the Custody Evaluator of all changes in address, phone

numbers, and email addresses within twenty-four (24) hours of any changes in same.

- c. The Parties and their attorneys are invited to submit all materials that they consider relevant to a complete evaluation of the children's best interests.
  - d. The Parties will be responsible for the cost of psychological evaluations and/or chemical dependency evaluation if they are necessary. The Parties will also be responsible for any costs incurred in obtaining medical records.
  - e. The Custody Evaluator shall submit a final report to the Court and send a copy to both Parties' attorneys. If a Party is not represented by an attorney, that Party will receive a copy of the custody evaluation report directly.
  - f. It is important to keep appointments in order to assure that the custody evaluation is completed in a timely manner. Missed appointments that are not clearly explained may be interpreted by the evaluator as a sign that the delinquent Party is not cooperative. A lack of cooperation will tend to lower the evaluator's estimate of that Party's fitness to obtain custody of the children.
  - g. All allegations of abuse, neglect, or substance use/abuse will be taken seriously and investigated. It is a crime to make false accusations of child abuse.
  - h. Following submission of the written custody evaluation report, the Custody Evaluator will not discuss the content of the evaluative report with either Party or any other person unless both parties are present.
  - i. When the custody evaluation is completed, your attorney may request a copy of Mr. Stenzel's custody evaluation file. This request must be made in writing. You will assume all costs related to copying the Custody Evaluator's file.
  - j. Both Parties and their attorneys are encouraged to meet together with the Custody Evaluator for a pre-trial settlement conference.
4. Confidentiality. Parties understand that Rule 114 confidentiality guidelines for neutrals do not hold in custody litigation. As an impartial expert, Mr. Stenzel has a duty in his report to provide to the Court all facts that he discovers during the course of the assessment. Mr. Stenzel must take all the information into consideration when determining the best interests of the children.
5. Email Communications. The parties acknowledge that all email messages are sent over the Internet are not encrypted, are not secure, and may be read by others. The parties acknowledge that email communications with Mr. Stenzel will not be encrypted and, therefore, Mr. Stenzel cannot guarantee the confidentiality and security of any information the parties send to Mr. Stenzel or that Mr. Stenzel sends to the parties via email.

The parties hereby give permission for Mr. Stenzel to reply to party messages via email, including any information that Mr. Stenzel deems appropriate, that would otherwise be considered confidential. The parties acknowledge that Mr. Stenzel shall not be liable for any breach of confidentiality that may result from this use of email via the Internet. The parties understand that all email communications may be made part of Mr. Stenzel's permanent case file record and would be accessible to all for review by either party or the Court.

6. Authorizations for Release of Information. The Parties agree that they will sign any and all authorizations for release of information that Mr. Stenzel deems necessary for him to fulfill his duties, including but not limited to psychiatrists, psychologists, social workers, teachers, childcare providers, social service agencies, the courts, law enforcement agencies, and healthcare providers.
7. Cancellation Policy. If a Party is unable to keep an appointment, the Party must notify our office two (2) business days in advance. If advance notice is not received, that Party will be responsible for paying for the missed appointment.
8. Payment for Custody Evaluator's Time.
  - a. Travel fees are charged at a rate of \$25 per hour plus a mileage rate of 0.58. The Parties shall pay for all other time spent by Mr. Stenzel, at the hourly rate of \$\_\_\_\_\_.
  - b. Time is billed at a minimum of 0.1-hour increments (6 minutes).
  - c. Fees will be charged for any and all time Mr. Stenzel 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 custody evaluation.
  - d. Payment for costs incurred shall be made as follows:
    - (1) The Parties shall make an initial retainer deposit of \$2,000.00 on the day each signs this agreement. Each Party shall pay \$1000.00 of the deposit, unless the Parties have agreed to a different arrangement. This sum shall be deposited in the Northwest Mediation & Custody Evaluation Services non-interest bearing trust account and applied to any time or expenditures associated with Mr. Stenzel's involvement as a Custody Evaluator.
    - (2) Each Party shall make an additional deposit of \$500 within two days of notification that the current trust account balance has fallen below \$250.00.

- (3) The parties shall be charged for Custody Evaluation Report filing fees as expense items.
- (4) The Parties will receive a monthly invoice. At such a time as the retainers become depleted, each Party shall pay half of the outstanding monthly fees in a timely fashion as those fees accrue.
- (5) If a Party's account is not paid on time and the fee arrangements not honored, we reserve the right to charge simple interest at the rate of 8% on the balance due for each party's account on December 31 each year.
- (6) Payments may be made by check, money order, or credit card. A 3.8% processing fee will be added to all payments made by credit card.
- (7) If any of the deposit remains in the Northwest Mediation & Custody Evaluation Services trust account when Mr. Stenzel is assured that services are no longer needed, he shall refund the remaining funds equally to the Parties unless ordered otherwise by the Court. To assure that the refund is correctly computed, the refund to the Parties will not be paid until completion of the monthly billing statement for the month in which custody evaluation services were terminated.

(8) Fee schedule:

>\$200,000/year	\$300/hour
\$100,000 to \$200,000/year	\$200/hour
\$75,000 to \$100,000/year	\$150/hour
\$50,000 to \$75,000/year	\$100/hour
\$30,000 to \$50,000/year	\$75/hour
\$30,000/year	TBA

Income is established by the Adjusted Gross Income from the most recently filed Federal 1040 tax form. A copy of the relevant page from this tax form is required from each party. Income is established by the Adjusted Gross Income from the most recently filed Federal 1040 tax form.

8. Non-Payment.

- a. Absent other agreement, Mr. Stenzel reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid

balance has been made.

- 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.

My signature below indicates that I have received, read, and understand the information in this agreement, and that I agree to retain Mr. Stenzel as Custody Evaluator under the conditions described in this agreement.

\_\_\_\_\_  
PETITIONER

\_\_\_\_\_  
Date

\_\_\_\_\_  
RESPONDENT

\_\_\_\_\_  
Date

Dated: \_\_\_\_\_

\_\_\_\_\_  
Custody Evaluator