



KRISTIN WOULFE

## **PARENTING CONSULTANT FEE AGREEMENT**

### **I. DESCRIPTION**

- A. The Parties agree that the Parenting Consultant shall act pursuant to the Court Order, and by signing this agreement the Parties acknowledge that they reviewed the Order with the Parenting Consultant and agree to the Parenting Consultant's scope, duties, responsibilities, and process.
- B. The Parenting Consultant's appointment begins at the time that the events in paragraph VII below have occurred. The Parenting Consultant Fee Agreement will expire two (2) years from the date the Parenting Consultant signs the Agreement; same may be renewed by the execution of a new Agreement.

### **II. FEES AND BILLING**

- A. The parties shall pay for all time spent by the Parenting Consultant, at the rate of \$200.00 per hour. *This hourly rate is subject to change on January 1<sup>st</sup> of each year.*
- B. Time is billed at a minimum of 0.2 hour increments (12 minutes).
- C. The bill each Party receives will reflect the full hourly rate; however, the time reflected will be the portion for which each Party is responsible. In general, each Party will be responsible for the payment of 50% of the actual time expended.
- D. Fees will be charged for any and all time the Parenting Consultant spends working on this matter, including meetings with the Parties, all telephone calls pertaining to the matter, reviewing and responding to emails, reviewing letters and other records and written material, consultation with other professionals, including attorneys, preparation of written reports and decisions, round trip travel time and any other time expended in association with the duties of the Parenting Consultant.

- E. Meetings held in the Parenting Consultant's office are typically scheduled for a two hour block of time. Ninety minutes of this will be used in face to face session with the party(s), and the remaining 30 minutes will be used by the Parenting Consultant to draft the summary of the session.
- F. Payments for each face-to-face meeting must be **paid at the time of the meeting** and **will not** be taken from the deposit funds unless otherwise negotiated. If the Parenting Consultant 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.
- G. Payment for non-session time and for costs incurred shall be made as follows:
1. The Parties shall make an initial deposit of \$3,000.00. The sum will be applied to any time, expenditures, or "out of session" work, associated with the Parenting Consultant's involvement as Parenting Consultant. Each Party shall pay \$1,500.00 of the deposit, unless the Parties have agreed to a different arrangement. This amount **may** be reduced based on the need for "out-of-session" work.
  2. The Parenting Consultant charges a one-time administrative fee, equal to one hour of billable time, for services in connection with opening a new file. This fee will be taken from the deposit and will appear on the initial invoice for services.
  3. The Parties shall make an additional deposit when the previous deposit 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 deposit shall be an amount equal to the previous deposit or a lesser amount if the Parenting Consultant reasonably expects that the remaining non-session fees will be less than the amount of the previous deposit.
  4. The monthly statement each Party receives will reflect the Party's account balance. If the Party's account balance is not replenished as required above and any outstanding fees are not paid in full, services may, at the Parenting Consultant's discretion, be suspended until the balance is paid in full.

- H. The Parenting Consultant reserves the right to allocate fees disproportionately to either Party if the Parenting Consultant determines that a Party has abused the process or if the Parenting Consultant determines that the Parenting Consultant's involvement was unnecessary.
- I. It is understood that despite the fact that the Parenting Consultant may make decisions or orders in favor of one party, both parties will continue to be responsible for the payment of fees associated with such services.
- J. A final sum of \$400.00 (equivalent to two hours) will remain in each Party's 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, consultations, etc.) After that time the Parties may request a refund of any unused amount. Requests must be submitted in writing to Kristin Woulfe, M.A. 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.
- K. If a Party requests a copy of their entire file or any portion thereof at any time, that Party will be charged a copy fee of \$0.50 per page. This charge will apply for all portions of the file which the requesting Party asks to be forwarded to him/her or to anyone else they designate. Prepayment for the estimated number of copies must be made prior to the beginning of the copying job, with any balance due to be paid prior to the release of the copies. In the alternative, the Parenting Consultant may contract with an independent copying service. In that event, the party requesting the copies must pay the copying service fee in full before copies will be released.

### III. COURT APPEARANCE AND FEES

- A. Court appearance is by **subpoena only** and must accompany the deposit. The fee for the Parenting Consultant's Court appearance is \$2,400.00 per full day (\$300.00 per hour) or any portion thereof.
- B. In addition to the court appearance, there is a charge of \$1,200.00 (\$300.00 per hour) for up to 4 hours of preparation time. The Parenting Consultant may require a larger fee for preparation time, at the Parenting Consultant's discretion.

- C. In order to insure the availability of the Parenting Consultant, **a subpoena and deposit of \$3,600.00 must be received at least 72 hours in advance of the court date.**
- D. The Parenting Consultant will not appear in court unless both Parties' unpaid balances, if any, are paid in full.
- E. In the event of cancellation of the court appearance more than one full business day (more than 24 hours) of the court date **one half of the deposit will be forfeited.** If the appearance is cancelled less than one full business day (less than 24 hours), in advance, **the entire amount of the deposit will be forfeited.** If any preparation time has been expended prior to the one full business day cancellation notice that time will be charged at \$300.00 per hour.

#### IV. SUSPENSION OF SERVICES

- A. Absent other agreement, the Parenting Consultant reserves the **right to suspend all services**, including but not limited to, copies of the files and any written reports or recommendations and the cost of preparing any written reports or recommendations, until any unpaid balance is paid in full.
- B. In the event that one Party does not pay his/her share of the deposit, fees, and/or costs, the other Party may pay the full amount requested and bring a motion to the Court seeking reimbursement for the non-complying Party's share of the deposit, fees, and/or costs.

#### V. CANCELLATION POLICY

- A. Appointments cancelled with **less than 1 full business day notice** will be charged the full amount of the scheduled time for the appointment.
- B. Appointments cancelled **between 1 and 2 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 2 full business days'** notice.
- D. An appointment is considered missed if the parties have not arrived 20 minutes after the scheduled start time of the session.

- E. Charges for missed appointments or late cancellations **will be paid by the person who misses and/or cancels the appointment.**

**VI. CLAIMS FILED IN COURT**

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

**VII. APPOINTMENT CONTINGENCY**

The appointment of the Parenting Consultant is contingent on both parties execution of the fee agreement and meeting the requirement of the fee agreement.

My signature below indicates that I have received, read, and understand the information in this agreement, that I have discussed it with my attorney, and that I agree to retain Kristin Woulfe, M.A., as a Parenting Consultant under the conditions described in this agreement.

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Parent

Date

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Parent

Date

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Kristin Woulfe, M.A.  
Parenting Consultant

Date