



KRISTIN WOULFE

## **PARENTING CONSULTANT FEE AGREEMENT**

### **I. DESCRIPTION**

- A. The parents agree that the Parenting Consultant shall act pursuant to the Court Order, and by signing this agreement the parents acknowledge that they have reviewed the Court Order appointing the Parenting Consultant and agree to the Parenting Consultant's scope, duties, responsibilities, and process.
- B. The Parenting Consultant Fee Agreement will expire two (2) years from the date the Parenting Consultant signs the Agreement and may be renewed by the execution of a new Fee Agreement.

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

- A. Fees: The Parenting Consultant's rate is \$200.00 per hour. *This hourly rate is subject to change on January 1<sup>st</sup> of each year.*
- B. Billed Services: Fees will be charged for any and all time the Parenting Consultant spends working on this matter, including the following services:
  - 1. All sessions and meetings
  - 2. All telephone calls pertaining to the matter
  - 3. Reviewing and responding to emails
  - 4. Reviewing files, records, correspondence, or other written material
  - 5. Consultation with other professionals, including attorneys
  - 6. Preparation of memos, summaries of agreements, written decisions, or other correspondence
  - 7. Round trip travel time
- C. Billing Increments: Time is billed for all work done at .2 hour increments (\$40.00 per 12-minute increment).

Initial \_\_\_\_\_ Date \_\_\_\_\_

- D. Administrative Fee: The Parenting Consultant charges a one-time administrative fee of \$200.00, for services in connection with opening a new file. This fee will be drawn from the deposit account and will appear on the initial billing statement for services.
- E. Session/Meeting Payments: 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 negotiated. If the Parenting Consultant decides to hold separate meetings with the parents, or if there is a court order which requires that separate meetings be held, then the parent attending the meeting will pay for the entire meeting at that time.
- F. Parenting Consultant Assistant: The Parenting Consultant may utilize an assistant to manage communication, gather information, draft documents or complete other tasks. The work of the assistant will be billed at \$150.00 per hour.
- G. Billing: The billing statement each parent receives will reflect the full hourly rate; however, the time reflected will be the portion for which each parent is responsible. Each parent will be responsible for the payment as directed by the Court Order or in the alternative, half (50%) of the actual time expended. Billing statements will be distributed via email.
- H. Deposit Account: Payment for “out of session” time and for costs incurred shall be made as follows:
1. The parents shall make an initial deposit of \$3,000.00. This will be applied to any time, expenditures, or “out of session” work associated with the Parenting Consultant’s involvement. Each parent shall pay \$1,500.00 of the deposit, unless otherwise specified by the Court Order. This amount **may** be reduced at the Parenting Consultant’s discretion based on the need for “out of session” work.
  2. The parents shall make an additional deposit when his/her account balance falls below \$500.00, or will fall below a \$500.00 balance as a result of the out of session work needed during that billing cycle. This deposit shall be equal to the original amount or other such amount as requested by the Parenting Consultant.
  3. The monthly statement each parent receives will reflect the parent’s account balance. Replenishment of the deposit is due within thirty (30) days of receipt of the billing statement. If the parent’s account balance is not replenished as required above and/or any outstanding fees are not paid in full, and/or the balance deposit falls below \$200.00, services may, at the Parenting Consultant’s discretion, be suspended until the balance is paid in full.
- I. Fee Allocation: The Parenting Consultant reserves the right to allocate fees disproportionately to either parent if the Parenting Consultant determines that a

parent has abused the process or if the Parenting Consultant determines that the Parenting Consultant's involvement was unnecessary.

- J. Fee Responsibility: It is understood that despite the fact that the Parenting Consultant may make decisions or orders in favor of one parent, both parents will continue to be responsible for the payment of fees associated with such services.
- K. Deposit Refund: A final sum of \$400.00 will remain in each parent's account for one (1) 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 parents 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.
- L. Record Release: If either parent requests a copy of the entire file or any portion thereof at any time, that parent will be charged a copy fee of \$0.75 per page. This charge will apply to all portions of the file which the requesting parent asks to be forwarded to him/her. 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 parent requesting the copies must pay the copying service fee in full before copies will be released.

### III. COURT APPEARANCE AND FEES

In the event the Parenting Consultant is required to appear at a deposition, trial, or evidentiary hearing, the party requesting her appearance shall be responsible for the following:

- A. Hourly Rate/Deposit: The Parenting Consultant's rate is \$300.00 per hour for court related preparation and appearances. Court appearance is by **subpoena only** and must accompany the deposit. A deposit of \$2,400.00 is required for a full day (eight hours) or \$1,200.00 for a half day (four hours). A half day is defined as 8:00 a.m. until 12:00 p.m. or 1:00 p.m. until 5:00 p.m. Any other arrangement is considered a full day.
- B. Court Preparation Fees: In addition to the court appearance, there is a charge of \$1,200.00 for four (4) hours of preparation time. The Parenting Consultant may require a larger fee for preparation time, at her discretion.

- C. Subpoena: In order to ensure the availability of the Parenting Consultant, **a subpoena and deposit of \$3,600.00 for a full day or \$2,400.00 for a half day must be received at least three (3) full business days in advance of the court date.**
- D. Billing Obligations: The Parenting Consultant will not appear in court unless both parents' unpaid balances, if any, are paid in full.
- E. Cancellation/Refund: If the 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 amount of the deposit will be forfeited.** Any time the Parenting Consultant has spent in preparation for the court hearing prior to the cancellation will be charged at a rate of \$300.00 per hour and **will not** be refunded.

#### IV. SUSPENSION OF SERVICES

- A. Inactive status: Absent other agreement, the Parenting Consultant reserves the **right to suspend all services**, including but not limited to, copies of the file and/or the provision of any written documentation, until any unpaid balance is paid in full and payment of any required deposit has been made.
- B. Resumption of Services: In the event that one parent does not pay his/her share of the deposit, fees, and/or costs, the other parent may pay the full amount requested and bring a motion to the court seeking reimbursement for the non-complying parent's share of the deposit, fees, and/or costs.

#### V. SESSION CANCELLATION POLICY

- A. Cancelled or Missed Sessions:
  - 1. Appointments cancelled with **less than one full business day notice** will be charged the full amount of the scheduled time for the appointment.
  - 2. Appointments cancelled **between one and two full business days'** will be charged half of the scheduled time for the appointment.
  - 3. There is **no charge** for appointments cancelled with **more than two full business days'** notice.
  - 4. An appointment is considered missed if the parent has not arrived 20 minutes after the scheduled start time of the session.
  - 5. 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.

- B. Parent Conduct: Sessions that are terminated early as a result of one parent's conduct will be charged the full amount of the scheduled appointment.

**VI. CRISES**

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

**VII. CLAIMS FILED IN COURT**

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

**VIII. APPOINTMENT CONTINGENCY**

The appointment of the Parenting Consultant is contingent on both parents' 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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Kristin Woulfe, M.A.  
Parenting Consultant

Date