**PARENTING CONSULTING FEE AGREEMENT EXAMPLE AND STRUCTURE**

Because of the variety of PC's professional experiences in the State of Minnesota and their respective billing practices, it is impossible to establish a uniform fee agreement for all PCs. This document is intended to serve as a "Best Practices" guide for PC's in organizing their own individual PC Fee Agreements. The bullets and questions included are intended to guide each PC in developing a tailored and individual fee agreement.

However, two sections are **NECESSARY AND REQUIRED** in order to maintain consistency with the Order and Stipulation. They are items "I. Description" and "VIII. Appointment Contingency." These are set-off with red font to distinguish them from other portions of the document. When included in the PC's Fee Agreement, they should be similarly situated – the "Description" at the beginning, and the "Appointment Contingency" at the very end before the signatures.

**I. DESCRIPTION**

The parties agree that the Parenting Consultant (PC) shall act pursuant to the Court Order, and by signing this agreement the parties acknowledge that they reviewed the Order with the PC and agree to the PC's scope, duties, responsibilities and process.

**II. FEES AND BILLING**

* Rates
  + Rate for the PC?
  + Rate for support staff?
  + If the rate increases, what notice is needed? How often might the rate increase?
* Billing increments
  + What will the billable hourly increments be?
  + How will the fees be divided?
  + Will you use incremental periods with different billing rates?
* What matters will be charged? Consider:
  + Meetings with parties
    - What if the meeting is cancelled?
    - How will you bill for individual meetings?
  + Telephone calls pertaining to file
    - How will you bill for individual phone calls?
  + Reviewing and responding to e-mails
  + Reviewing letters and other records and writings
  + Preparing reports and PC decisions
  + Travel time
  + Other expenses?
* How often will those charges be billed to the parties?
  + Will interest be charged on unpaid balances?
  + Does the PC retain the right to change the distribution if the PC feels that one party is abusing the process?
* When are payments due?
* Deposits
  + Do you require a deposit?
  + When must it be replenished?
  + Under what circumstance(s) is money from the deposit used?
  + What kind of account will be used?
  + How long will the funds be in the deposit after service has ended?
  + What happens to the left-over funds after service has ended?
  + How will that occur?

**III. COSTS & EXPENSES**

* Will you have an administrative fee?
  + Recurring or one-time?
  + Special costs for faxes, mailing, etc.?
  + How much is it?
  + What does it cover?
  + How will it be divided?
  + When is it due?
* Will you have a copy fee?
  + How much?
  + Per page?
  + Who pays copy fees?

**IV. SCHEDULING**

* When are your office hours?
* How does a client set up an appointment?
* Do you do emergency work?

**V. COURT APPEARANCE AND FEES**

* How much will you charge?
  + Example ratios: 1.5 times normal rate; 2.0 times normal rate
  + Pay for full day in court
* Preparation time charges in addition to appearance charge?
  + Can you charge more at your discretion?
* How far in advance do you require payment?
* What if the court appearance is cancelled?
  + Do you require notice in order to give a refund? When must that notice be given?
    - Example: 48 hours prior to scheduled court appearance
  + What if the PC has already prepared? What rate will you charge?

**VI. SUSPENSION OF SERVICES**

* Example language:
  + "Absent other agreement, the PC reserves the right to suspend all services, including provision of any written documentation, until payment of any unpaid balance."
  + "In the event on 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."

**VII. CANCELLATION**

* How far in advance should the PC be notified of a cancellation?
* What is the charge if there is no advance notice?

**VIII. APPOINTMENT CONTINGENCY**

The appointment of the PC is contingent upon both parties' execution of the PC’s fee agreement and meeting the requirements of the fee arrangement.

My signature below indicates that I have received, read and understand the information in this agreement, and that I agree to retain \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Parenting Consultant under the conditions described in this agreement.