

New Family Beginnings Parenting Consulting Fee Agreement

I. Description

- A. _____ and _____ (“the Parties”) agree to purchase Parenting Consulting services from Kalli Matsuhashi.
- B. The Parties further 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. Payment of Costs

1. *Fees:* The fees for serving as PC are billed at a rate of \$180 per hour. Office appointments are generally scheduled for a two-hour block of time. Ninety minutes of this will be used in face-to-face session with the Party or Parties, and the remaining 30 minutes will be used by the PC to draft a summary of the session.
2. *Method of Payment:* All payments shall be made to “New Family Beginnings” by check or credit card. If the clients wish to pay by credit card, the clients will provide the following information:

Party A: _____

Credit card number: _____

Expiration date: _____ / _____ CVC code: _____ Zip Code: _____

Signature: _____

Providing this information gives the PC permission to charge to this client the costs incurred in providing Parenting Consulting services, to be documented in a single statement at the conclusion of the requested services.

Party B: _____

Credit card number: _____

Expiration date: _____ / _____ CVC code: _____ Zip Code: _____

Signature: _____

Providing this information gives the PC permission to charge to this client the costs incurred in providing Parenting Consulting services, to be documented in a single statement at the conclusion of the requested services.

Office appointments are to be paid **at the beginning of each session**, and will not be taken from the deposit funds unless otherwise negotiated.

3. *Deposit:* An initial deposit of \$2160 is required to begin the process. This amount **may** be reduced based on the need for “out-of-session” work (i.e., if no out-of-session work is needed, a deposit may not be required). This amount will be shared by the parties in accordance with their financial agreements or Orders. Funds in this deposit will be applied to the following services at the rate of \$180 per hour, in increments of .20 hours:
- a) All phone calls related to this case
 - b) All emails related to this case

- c) Reading and reviewing files, correspondence and other documents
 - d) Drafting memos, correspondence, and reports
 - e) Consultations with other professionals, including attorneys
 - f) Travel time to/from outside appointments
4. *Missed Appointments:* The Parties, or their deposit, will be billed for two hours for any appointment that is cancelled with less than 24 hours notice. There is no charge for appointments cancelled with more than 48 hours notice. Charges for missed appointments or late cancellations will be paid by the person missing/canceling the appointment. A session is considered missed if the parties have not arrived 20 minutes after the start time of the session.
 5. *Replenishing the Deposit:* Each Party is responsible for replenishing his/her share of the deposit when it falls below \$720 (four hours remaining). The new deposit shall be in the same amount as was originally made. If the new deposit is not received within 30 days of notification, the file will be placed on inactive status. If the parties and/or the PC anticipate terminating the contract in the immediate future, a full deposit may not be required.
 6. *Release of Reports and Recommendations:* Written reports and recommendations, if needed, will not be released until all fees have been paid in full, including the cost of preparing the written report or recommendations. Either parent may request a written summary or report at any time and that parent will be responsible for the cost of preparation.
 7. *Annual fee adjustment:* The fees for serving as PC are billed at the rate designated above subject to adjustment on January 1 of each year.
 8. *Photocopying:* I understand that any documents copied by New Family Beginnings will be charged to the party requesting them at a fee of \$1.00 per page.
 9. *Allocation of Fees:* The PC, at her sole discretion, reserves the right to allocate fees disproportionately if she believes that one party is unreasonably or unnecessarily contacting the PC to cause harm, financial or otherwise, to the other Party.
 10. *Nonpayment:* In the event that one Party does not pay his/her share of the retainer, fees, and/or costs, the other Party may pay the full amount requested and bring a motion other Court seeking reimbursement for the non-complying Party's share of the retainer, fees, and/or costs.
 11. *Suspension of Services:* The PC reserves the right to suspend all services, including but not limited to, copies of the file and any written reports or recommendations and the cost of preparing any written reports or recommendations, until any unpaid balance is paid in full.
 12. *Remainder:* A final sum of \$360 will remain in an account with New Family Beginnings 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, New Family Beginnings will issue a refund of any unused amount.

III. Court Appearances and Fees

- A. Court appearance is by subpoena only. The PC's fee for court appearances is greater than the regular hourly rate designated above. The fee for a half-day in Court is \$1200 (\$300 per hour). The fee for a full day is \$2400 (\$300 per hour).
- B. In addition to the court appearance, there is a charge of \$1200 (\$300 per hour) for four hours of preparation for testifying. The PC may require a larger fee for preparation time, at the PC's discretion.
- C. In order to ensure the availability of the PC, a subpoena and a deposit of \$3600 must be paid at least one week in advance of the court appearance.
- D. In the event of a cancellation of the court appearance within 72 hours (three business days) of the scheduled appearance, the deposit will be forfeited. If any preparation time has been expended prior to

the three days cancellation notice, that time will be charged at \$300 per hour.

IV. Cancellation Policy

- A. Appointments cancelled with **less than 1 full business day** will be charged **\$360** (the full two-hour appointment time).
- B. Appointments cancelled **between 1 and 2 full business days** will be charged **\$180** (one-half of the two-hour appointment time).
- C. There is **no charge** for appointments cancelled with **more than two full business days** notice.
- D. Charges for missed appointments or late cancellations will be paid **by the person who misses and/or cancels the appointment.**

V. Claims Filed in Court

Any claims filed in court arising from the parties’ work with the PC, including but not limited to fee disputes, shall be heard in Family Court.

VI. Appointment Contingency

This agreement **must** be signed by both Parties and the PC, submitted to the Court and attached to the Order and Stipulation appointing the PC as an Exhibit before the appointment is confirmed.

ACCEPTANCE AND SIGNATURES

PARENT SIGNATURE

I have received and read a copy of the Parenting Consultant Fee Agreement, and I have discussed the provisions of this contract with my attorney. I agree to use Kalli Matsuhashi of New Family Beginnings as PC in accordance with the above conditions. I agree to pay New Family Beginnings _____% of the \$2160 initial deposit. I will be responsible for ___% of all fees in conjunction with **individual use of time** during the parenting consulting process (interviews, phone calls, individual collaterals, document review requested by one party, etc.). I will be responsible for ___% of **common use fees** (interviews with parties jointly, interviews with children, document review, preparation of correspondence, written reports, etc.).

Parent’s Signature: _____ Date: _____

Print Name: _____

PARENT SIGNATURE

I have received and read a copy of the PC Fee Agreement, and I have discussed the provisions of this contract with my attorney. I agree to use Kalli Matsuhashi of New Family Beginnings as PC in accordance with the above conditions. I agree to pay New Family Beginnings _____% of the \$2160 initial deposit. I will be responsible for ___% of all fees in conjunction with **individual use of time** during the parenting consulting process (interviews, phone calls, individual collaterals, document review requested by one party, etc.). I will be responsible for ___% of **common use fees** (interviews with parties jointly, interviews with children, document review, preparation of correspondence, written reports, etc.).

Parent’s Signature: _____ Date: _____

Print Name: _____

PARENTING CONSULTANT

The appointment of the PC is contingent upon the execution of the PC's fee arrangement and subsequent filing of the fee agreement with the court. The appointment is not final until the fee agreement is attached as an Exhibit to this Order.

Parent Consultant's Signature: _____

Date: _____

Kalli Matsuhashi, MA
Parenting Consultant
New Family Beginnings
4660 Slater Rd., Suite 245A
Eagan, MN 55122