

Statement of Understanding and Fee Agreement
Elena Hobbs-Minor, MA

Date:

Personal and Confidential

Re: Marriage of _____

Dear Parent:

Your family law attorney, _____, has engaged me to assist you with child custody negotiations. The purpose of this letter is to describe my role and fee agreement.

All legal advice will be provided by your attorney. **I do not give legal advice** as I am not an attorney. I will serve as a confidential educational mental health consultant. We will work together with your attorney in facilitating your child custody resolution. While my services can be therapeutic, they do not constitute therapy or counseling.

We will work on how you can be a more effective parent, co-parent, and be capable of communicating and negotiating under difficult or highly-charged situations. I will assist you in understanding the different age appropriate child parenting plan options, as well as the child custody legal process. After our initial assessment, I may recommend parenting books, educational parenting classes, individual psychotherapy, or provide appropriate resource information. You are responsible to actively participate in the educational process to get the most out of learning to negotiate and co-parent effectively.

Open and honest communication is **a must** at all times. To increase the effectiveness of our work, please provide your attorney and myself an email summarizing our sessions. I will be respectful of your privacy and privilege; however I must share all information with your attorney and abide by the ethical standards of the American Counseling Association.

Since I am hired by your attorney, our communications are protected from discovery by the attorney-client privilege and/or attorney work product privilege. I will **not** be testifying or discussing your case outside of our team. At no time will my role be disclosed during the mediation or litigation process unless agreed upon by **all** parties and your attorney gives written authorization. If your case moves from mediation to a child custody evaluation, there can be potential ramifications with confidentiality that you must discuss with your attorney.

Please keep in mind that **confidentiality may be breached** if you or your attorney reveals our work. Unauthorized forwarding of emails or faxes sent to incorrect phone numbers can endanger confidentiality. When emailing, to protect the confidential relationship, you may copy (CC) me **only** when writing to your attorney. **Never** blind copy (BCC) me or use my email address on your “joke” or “forwarding” email list. In an event of a court order, I may have to provide my files or give testimony. To maintain confidentiality, your files will be destroyed in the case of my death.

I will always bill your attorney because he/she has hired me and to preserve the attorney work product confidential relationship. Your attorney will receive the invoice and you will receive a copy for your review and records. When you receive your copy, please write a check in your attorney's name noting payment for our work, and send it directly to his or her office. You are responsible to pay your attorney immediately. Please advise me that you have paid your attorney for our work by faxing me a copy of your check or sending an email. Your attorney will pay me directly. If payment is received outside of your attorney's office, the confidentiality of our relationship may be jeopardized. If your attorney hasn't received payment for my services within thirty days, you agree to pay interest of a monthly interest rate of 1 % on the outstanding balance.

My services will be billed at the rate of \$ ___per hour, except for the initial assessment session or when we meet at your attorney's office, where services will be billed at the rate of \$ ___ per hour. Scheduled appointments may range from 1 to 2 hours in duration with a 24-hour cancellation policy. You will be billed a one hour fee for early cancelation or missing an appointment. Fees are rounded to fifteen minute increments. The unused portion of my retainer will be refunded to your attorney at termination, with a copy to you for your records. If I adjust my fees schedule, I will promptly notify you and our agreement will be subject to that increase. The retainer fee will be determined at the onset and services will not begin until I have received payment from your attorney.

This agreement may be terminated at any time in writing by your attorney or by you through your attorney's office. I also reserve the right to withdraw from your case for nonpayment or other unforeseen reasons. If you have any questions at any time regarding our work, the billing statements or want to discuss this agreement, please contact me as soon as possible. Prior to signing, please review this agreement with your attorney.

If you are in agreement, please sign and date this letter, and return it with a copy sent to your attorney. I am looking forward to working with you and your attorney during this difficult period. Feel free to call me to set an appointment or ask for clarification.

Sincerely,

Elena Hobbs-Minor, MA
Parenting Plan Advisor
www.ElenaHobbsMinor.com

cc Family law attorney

I hereby acknowledge and agree to the above stated fee and terms.

Dated: _____

Parent: _____