

Angela V. Lallemond, J.D.  
MN Rule 114 Qualified Neutral

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## PARENTING PLAN EVALUATION FEE AGREEMENT\*<sup>1</sup>

I agree to proceed with a Parenting Plan Evaluation [PPE] according to the following arrangements:

1. **Fees:** I understand that the Parenting Plan Evaluation will occur in three phases, as described below. Parents will be responsible for fees in each phase as follows:

Mother: \_\_\_\_\_%                      Father: \_\_\_\_\_%.

**Phase I: Investigation and Feedback.** The investigation requires payment of a **non-refundable flat fee of \$7,500.00 (Seven Thousand Five Hundred Dollars)**. This fee will cover the following:

- a. Three individual meetings with clients;
- b. One in home visit with each parent;
- c. One or two interviews with the child(ren);
- d. Up to 5 personal collateral references for each parent;
- e. Professional collaterals (e.g. therapists, medical providers, teachers, etc.) for each child;
- f. Professional collaterals for each parent;
- g. One feedback session with the attorneys.

**Phase II: Report Writing:** One month prior to the date the written report is due/requested, an additional **non-refundable flat fee of \$5,000.00 (Five Thousand Dollars)** is required for Phase II. Ms. Lallemond will not begin drafting the report until she has received payment in full. A minimum of two weeks is required for drafting.

I understand that a final report (verbal or written) and recommendations will not be prepared or released until all fees have been paid in full, including the cost of preparing the written report.

**Phase III: Testimony:** In the event Ms. Lallemond is required to testify, either in a deposition or at trial, evidentiary hearing, or other court proceeding, she will require an additional **non-refundable flat fee of \$2,400.00 (Two Thousand Four Hundred Dollars)**. This fee will cover preparation time, travel time, and **one day** of testimony. Additional time, in excess of one day of testimony, will be billed at the rate of \$200.00/hour.

To ensure Ms. Lallemond's availability, the **subpoena** and **payment in full for \$2,400.00 (Two**

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<sup>1</sup> The term "Parenting Plan Evaluation" has replaced the term "Custody and Parenting Time Evaluation," pursuant to the Association of Family and Conciliation Court's publication Guidelines for Parenting Plan Evaluations in Family Law Cases approved on May 11, 2022.

Thousand Four Hundred Dollars) must arrive at Ms. Lallemond's office no later than **ten (10) full business days** prior to the court date. Cancellation of the court appearance within **seventy two hours (3 business days)** of the hearing **will result in forfeiture of the deposit.**

2. **Travel Expenses:** In the event Ms. Lallemond must travel in connection with this evaluation (including home visits outside of Wabasha, Winona, Fillmore, Houston or Olmsted County), time spent to travel is billed at Ms. Lallemond's hourly rate of **\$200.00 per hour**. Parents will pay their respective share of the fees before travel occurs. Ms. Lallemond will provide receipts of travel expenses upon request.

Parents will be responsible for travel related fees and expenses as follows:

Mother: \_\_\_\_\_%                      Father: \_\_\_\_\_%.

3. **Interviews:** Interviews will be conducted with both parents and with the children. New spouses and/or significant others will also be interviewed as part of this process. Interviews may take place at Ms. Lallemond's office, and may also include home visits. Ms. Lallemond will also contact collateral sources as necessary (in her discretion). I agree to sign Release of Information forms as needed to allow collateral sources to share information with Ms. Lallemond.
4. **Collateral Information:** I understand I will be asked to identify collateral resources who might have useful insights regarding parents and children. Examples include, but are not limited to: daycare providers, teachers, coaches, counselors, health care providers, law enforcement agencies, and social service agencies.
5. **Psychological Testing:** I understand I may be asked to complete a psychological evaluation and/or parenting assessment as part of this process. In that event, Ms. Lallemond will help identify a mental health provider for these services. It is imperative that both parents are evaluated by the same mental health provider. **PLEASE NOTE THAT YOU WILL BE RESPONSIBLE FOR CONTRACTING SEPARATELY WITH MENTAL HEALTH PROVIDERS.** Fees associated with psychological testing are **NOT** included in the flat fee.
6. **Report/Review of Findings:** The goal of a PPE is to provide impressions, observations, and recommendations from an objective, professional resource as to the best interests of the children involved. The intent is that these recommendations will serve as a basis for settlement negotiations between the parties and/or attorneys.
  - I understand that the PPE report will be delivered verbally to both attorneys at the conclusion of the process. Attorneys will be given the opportunity to ask questions, and will be asked to review the recommendations with you following the meeting. Electronic copies of the report will be provided to both attorneys at the conclusion of the process.
  - MS. LALLEMONT WILL NOT HAVE FURTHER CONTACT WITH EITHER PARTY INDIVIDUALLY AFTER THE REPORT HAS BEEN COMPLETED.
7. **Original Documents/Fees for Copying:** I understand that any documents or other materials supplied to Ms. Lallemond will become part of her file, and will not be returned to me. Accordingly, I understand that I am responsible for providing her with copies rather than original documents. In the event that I require Ms. Lallemond to return information to me from her file, I

understand that I will be required to pay copying fees of \$1.00 per page. Any copying fees are separate from the flat fee paid for the evaluation. Finally, I understand that fees must be paid in full before Ms. Lallemond provides copies to me.

8. **No Representation:** I understand that Ms. Lallemond is a neutral, retained to conduct an evaluation. Although she is an attorney, I understand Ms. Lallemond does not represent either of us, and that she is not providing legal advice or other legal services to either of us during the evaluation. If I have legal questions, I understand they should be directed to my attorney.

**WE HAVE READ THIS DOCUMENT AND WE AGREE TO ALL TERMS AND CONDITIONS OF THIS PARENTING PLAN EVALUATION CONTRACT.**

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Parent

Date: \_\_\_\_\_

Date: \_\_\_\_\_