



## Agreement for Services

This Agreement is entered into by and between (Parent's Name & Address)

---

---

(hereinafter the "**Client**") and **FND** of Broward County, Inc. for the performance of disability related and/or special education advocacy services in connection with the needs and services for the Client's family member,

(Student's Name) \_\_\_\_\_ DOB \_\_\_\_\_.

### **Fees**

Advocacy services performed by FND for the Client shall be charged at the rate of \$58.00 per hour.

### **Retainer**

A retainer payment is required for all clients unless a specific exception and arrangements have been made otherwise. Exceptions are made for services expected to be one-time only, such as IEP document reviews and recommendations, one-time IEP meetings where it is not expected to require follow up, etc.

FND of Broward will receive the amount of \$250.00 as a retainer payment on account in this matter. Based on this payment FND agrees to provide disability/special education advocacy services in connection with this Agreement. The payment shall be applied against the actual services performed for the Client and for the costs and expenses incurred by FND. If a retainer has not been paid, all fees for services performed are due at the time of service or upon receipt of invoice unless other arrangements have been made and agreed upon in writing.

### **Billing**

**Invoices for services will be done at the end of the month.** All invoices shall be due and payable within (15) days of receipt unless otherwise agreed in writing. Invoices may be mailed or transmitted electronically via e-mail. At the discretion of the FND, delinquent accounts may require a retainer before further services will be performed. Accounts more than 30 days overdue may incur collection charges.

### **Charges**

The hourly time charges include but are not limited to: review of files, telephone calls, e-mails, meetings with the parent/client or school personnel, observation of student, meetings with other persons such as independent consultants or evaluators, travel, attendance at meetings, preparation for meetings and conferences, research, drafting or review of documents and correspondence. Other charges may apply including those incurred due to returned checks and late payment.

The Client agrees to pay FND for any out-of-pocket disbursements incurred in connection with this matter, including but not limited to parking, tolls, copying of documents, unusual postage/shipping charges. The Advocate agrees to obtain the client's approval before incurring any out-of-pocket expenses in excess of \$25.00, except in an emergency.

**Scope of Work**

The Client gives FND authority to work with the parent for the benefit of the client's child and related educational issues. FND shall determine the manner in which the services are to be performed and the specific hours to be worked. FND and the Client agree that no results have been guaranteed by FND to the Client and that this agreement is not based upon such promises or anticipated results. The Client understands and agrees that FND staff is not an attorney and cannot provide legal advice, counseling or services.

The Client agrees to cooperate with FND as required and reasonably necessary for the performance of the services to be rendered pursuant to this agreement. Such cooperation shall include, without limitation, keeping FND fully informed of any and all occurrences or developments that might affect the situation that would so affect the progress or outcome of the matters under this Agreement.

FND agrees to keep the client fully informed of any and all developments or occurrences that may affect the progress or outcomes of the case. FND agrees to provide the client with copies of any pertinent correspondence, documents, and other applicable materials. It is agreed and understood that no agreement shall be entered into by FND on behalf of the client without the consent of the Client.

**Termination**

This agreement shall terminate automatically upon completion by FND of the service required by this Agreement. In addition, either party may terminate the Agreement by giving written notice. While FND requires no advance notice of termination by the Client, FND shall give seven (7) days notice in advance of termination. In the event that, upon completion of this matter or the termination of FND's services, the total cost of the services performed by FND shall be less than the amount of any payments on account made by the Client, FND shall refund the balance to the Client. The Client agrees to pay any unpaid bills upon the completion of this matter or termination of this Agreement within fifteen (15) days. The Client agrees to pay any and all costs that result from FND's enforcement of the payment obligations under this Agreement.

FND and Client understand that modifications to this Agreement must be in writing. Written notice of such modifications may be in the form of email, fax or other written correspondence but will not construe agreement until the other party receives written acknowledgement.

My signature below acknowledges my responsibility to pay any and all charges as a result of this agreement.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

FND Signature \_\_\_\_\_

Notes \_\_\_\_\_