

Marilyn Rand, Ph.D., LMFT

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CONSULTATION / RETAINER AGREEMENT

I, the undersigned, in consideration for the services of Marilyn Rand, Ph.D., LMFT, understand and agree to the following:

1. I, (attorney's name) _____, have retained Dr. Rand as a _____ regarding the Family Law case of my client, _____.
2. I, not (parent's name) _____, am Dr. Rand's client, but Dr. Rand may meet with my client to assist with this Family Law case.
3. My client, _____, is responsible for all fees related to Dr. Rand's services.
4. Dr. Rand's role is limited to that of _____. The limited purpose of _____ with Dr. Rand is to assist with preparation of my client's court case.
5. Dr. Rand will not be required to provide testimony as an expert or percipient witness.
6. I will be in charge of making decision in my client's case. Dr. Rand will not be responsible for outcomes in the case.
7. Dr. Rand may withdraw from the case at any time.
8. My client, not I, will be responsible to make payment to Dr. Rand for her _____ services. Neither I nor my law office will be liable for the payment of unpaid fees.
9. Dr. Rand has provided my client with an Informed Consent Form which I have reviewed together with my client. Dr. Rand's fees and costs will be paid by my client through a retainer of \$_____. Dr. Rand is under no obligation to render further service when a retainer deposit is fully depleted.
10. Communication in this consultation is confidential with the following exceptions: (a) Dr. Rand is required by law to report suspected child and/or elder abuse/neglect and may disclose what she believes necessary to protect me or a third party from harm; and (b) Dr. Rand must follow a court order to testify if a court finds that communication during consultation is not protected as attorney work product or by attorney-client privilege. If I call upon Dr. Rand for court testimony, I will sign Dr. Rand's Waiver of Confidentiality and Release of Information Form. Dr. Rand may also disclose such limited information as may be necessary to collect any balance not paid within 15 days of termination of service and request for payment. These exceptions apply to Dr. Rand's contact with me and/or my client.

I have reviewed the terms of the Consultation Retainer Agreement and my client's Informed Consent and Agreement to Pay Consultant, with my client.

Date: _____

Attorney's Signature