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Retainer Agreement for Services

This agreement is entered into between Leigh Ellen Magness, LCSW, RPT-S, (consultant) and _____, (attorney). The purpose of this agreement is to procure the services of the consultant in relation to the case of _____, presently pending before the _____ for the County of _____, State of _____.

The consultant shall provide services for the attorney as an independent professional. Payment to the consultant is not dependent upon the findings which consultant renders, nor on the outcome of any legal action, mediation, arbitration, or the amount or terms of any settlement of the underlying legal cause, nor on any contractual arrangement between the attorney and any other person or party.

1. **CONDITIONS.** This agreement will not take effect, and consultant will have no obligation to provide consultation services, until attorney returns a signed copy of this agreement.
2. **SCOPE OF SERVICES.** Attorney is hiring consultant as a consulting therapist and/or expert witness. As such, consultant shall be available to review records, review literature, review evaluations and/or session documentation, provide referrals, assist with educating attorney about best practices in therapeutic services or dynamics of child development or abuse, provide resources, or perform other therapeutic-legal functions as mutually determined. Consultant shall be prepared and available as an expert witness to provide declarations, attend depositions, and make court appearances with reasonable notification. In the event that client(s) disclose(s) any abuse or threats of self-harm to consultant during the course of

consultation, consultant may be required to report said disclosure to appropriate authorities. Attorney understands that even though attorney has retained consultant in a legal context, attorney-client privilege does not extend to consultant and does not supersede consultant's duty to inform in such circumstances. Consultant does not provide custody evaluations.

3. ATTORNEY DUTIES. Attorney agrees to cooperate with consultant, to keep consultant informed of relevant developments in the case, to provide consultant with necessary case documentation, to pay consultant fees on time, and to keep consultant advised of any changes of date/location/time. Attorney agrees to prepare consultant for deposition and/or trial.
4. CONSULTANT FEES: Except as outlined herein, the attorney shall compensate consultant at the rate of \$150 per hour for all tasks performed under this agreement, including but not limited to reviewing records, court prep, research, preparation of reports, and necessary travel time. For testimony at deposition or trial, the attorney shall compensate consultant at the rate of \$1,000 per day. This rate for testimony shall include the consultant waiting to give testimony, whether at an office or court, for time taken for breaks or meals, as well as for time spent giving testimony.
 1. An advance retainer of \$1,000 is due at the time of the signing of this agreement. Initial time will be billed against this retainer. Should retainer contain any remaining credit after all services have been rendered, consultant will return the remaining funds to attorney. Once a trial date is set, consultant requires attorney to pay all sums then owed, as well as to pay in advance all costs for each day of estimated expert witness testimony.
 2. Consultant assumes secretarial costs, telephone costs, standard postal costs, parking and other local traveling expenses, photocopying, and other reproduction costs. Uncommon costs, such as those incurred for materials sent by messenger, for materials sent by overnight mail, and for other non-routine administrative activities will be billed to attorney, and are outlined below.
 3. Expenses: Attorney shall reimburse expenses incurred by the consultant as follows:
 - Travel by Car: standard mileage reimbursement rate as set by IRS annually (57.5 cents per mile for 2020)
 - Travel by Air or Train: The actual cost of the round-trip ticket, plus a ten percent (10%) handling fee.
 - Expenses associated with reproduction of documents, preparation of exhibits, storage of materials, and other reasonable expenditures shall be reimbursed at market rates. Consultant will return documents to attorney when consultation agreement has been completed, or shred them at attorney's request.

- Lodging: For any travel of more than eighty (80) miles from consultant's office, The consultant shall be reimbursed for the cost of meals and lodging, plus a ten percent (10%) handling fee.
 - Car Rental: In the event of travel beyond the local area, consultant shall be reimbursed for the cost of a mid-sized rental car and any associated expenses, plus a ten percent (10%) handling fee.
 - Unless otherwise instructed by the attorney, or unless refundable tickets are not available, consultant will purchase refundable tickets for any necessary travel. Should the attorney request that consultant purchase non-refundable tickets in order to travel at a lower cost, or if refundable tickets are not available, the attorney shall reimburse consultant for the cost of any non-refundable ticket at the rate outlined herein whether or not the ticket is used.
 - The attorney may avoid the ten percent handling fee associated with certain travel expenses by arranging to directly purchase round-trip travel tickets on behalf of the expert, and/or by arranging for the direct payment of any car rental expense, lodging, and meal expense.
5. DISCHARGE AND WITHDRAWAL. Attorney may discharge consultant at any time, provided attorney has paid for services already provided. Consultant may withdraw with attorney's consent or for good cause. Good cause includes breach of this agreement, conflict of interest with client or attorney, any circumstance that would render services unethical or unlawful, or any circumstance that is in violation of consultant's professional license.
 6. DISCLAIMER OF GUARANTEE. Nothing in this agreement and nothing in verbal statements will be construed as a promise or guarantee about the effects of the consultation and/or testimony or the outcome of the case. Attorney has read the foregoing terms and agrees to them.
 7. QUALIFICATIONS: Attorney has had the opportunity to investigate and verify consultant's credentials, and agrees that consultant is qualified to perform the services described in this contract.
 8. TERMS OF ENGAGEMENT: The attorney is responsible for payments to the consultant as outlined in this contract, regardless of any arrangement the attorney has with any party or parties s/he represents. The consultant will issue bills on a monthly basis. Bills are due on receipt, and shall be considered delinquent if unpaid more than thirty days after their date of issuance. Interest shall accrue to any delinquent balance at the maximum rate permitted by law, not to exceed 15 percent per month. In the event that a bill remains unpaid for sixty or more days after the date of issuance, consultant shall have the unrestricted right to resign

from performing additional services for the attorney on any and all cases that consultant is working on for the attorney's firm.

I accept the terms of this agreement:

Date: _____

Attorney Signature: _____

Attorney's Name: _____

Date: _____

Consultant's Signature: _____

Leigh Ellen Watts Magness, LCSW, RPT-S