

Consultant Agreement and Fee Policies

The purpose of this Agreement is to explain the service and fee arrangements for Matthew J. Sullivan, Ph.D., who has been asked to provide confidential mental health consultation to _____, Esq., who is representing _____ in a family law matter. I understand that Dr. Sullivan may not agree with my perspectives, but will provide services and opinions within the scope of his expertise. I understand that it is not appropriate or possible for Dr. Sullivan to provide expert testimony in this case.

Consultation is confidential and unless I consent to release information will not be disclosed to anyone. I understand that Dr. Sullivan may collect and exchange information with me and my client, which is privileged and not subject to disclosure. The following circumstances, however, are exceptions to this confidentiality. I have been informed that under California statutes that designate my duties as a mental health professional, a) if an individual communicates to me a serious threat to harm an identifiable person, I must warn that person and the police; (b) if I suspects child abuse or neglect, or abuse of a dependent adult or of a person over the age of 65, a report must be made to the appropriate agency; and (c) if you seem dangerous to self or other, or is unable to care for him or herself, hospitalization may be required.

Further, I understand that information and records otherwise confidential and/or testimony concerning the case or me must be provided in the event of a court order demanding it.

If this case requires a custody evaluation, I understand that the custody evaluator may inquire whether your client is using mental health consultation services and I have discussed the possible ramifications of this inquiry with my client.

Dr. Sullivan's consultation fees are \$_____ per hour this includes all time which he spends on my case. This may include consultations, telephone consultations with third parties, drafting of written reports and letters, and travel time necessary to fulfill his role.

I agree to provide an initial retainer in the amount of \$_____. This must be received at his office prior to him commencing any work. Charges for time and costs incurred will be deducted from this retainer.

I understand I will receive a monthly itemized statement for consultation services. Full payment of fees owed are due upon receipt of this statement. Any outstanding balance is considered late after 25 days of receipt of the statement, and accrue a late fee of 1.5% per month.

I have read the above and agree to the conditions set forth

Attorney Signature: _____/Date: _____

Client Signature: _____/Date: _____