

FEE AGREEMENT

RETAINER FOR GUARDIAN AD LITEM SERVICES

All the undersigned agree to the following terms and conditions for **Thomas F. Carr, M.A., LMHC, LMFT** to serve as the Court-appointed **Guardian Ad Litem** in the following matter:

Case Name: _____

Court _____

Judge _____

Docket No.: _____

Citation of statute under which I have been appointed and recitation of _____ conditions, if any, described in the Court Order or Stipulation appointing me .

(this must be attached to the agreement; i.e. court order/appointment/stipulation)

1. I _____ agree to participate with the G.A.L. for the purposes designated for his services by the Court .

- (a) evaluation
- (b) investigation
- (c) monitoring
- (d) visitation
- (e) other _____

2. I am aware that Mr. Carr may /will be called upon to write a report upon the completion of his work or for trial, and that report will be _____ submitted to the _____ Probate and Family Court, _____ where it will be impounded. My Attorney will have access to the _____ report. I may or may not be permitted to read the report. I may not have a copy of the report. If I am representing myself, I need the _____ Court's permission to read the report or get a copy of the report.

3. I understand that everything I say and everything that collateral _____ contacts say may be included in Mr. Carr's report at his discretion. _____ Nothing I tell him can be confidential. The **therapist-client privilege does NOT apply** to communications with Mr. Carr in his role as _____ Guardian Ad Litem. Mr. Carr will, where appropriate, review _____ pleadings, medical records, school records, Department of Social _____ Services records, and other written materials.

4. I give Mr. Carr permission to speak with anyone he needs to in order to carry out his responsibilities as Guardian Ad Litem, including but not limited to; my individual therapist(s), marriage counselor(s), physicians, school personnel, DSS personnel, police and other public safety officers, court personnel, family members, neighbors, friends, and other people whose names I may submit to Mr. Carr voluntarily or at his request.
5. Where releases of information are required, I agree to sign such releases.
6. I acknowledge that Mr. Carr will use his discretion in selecting which records he will review and which collaterals he will contact.
7. Mr. Carr's fee is billed at the rate of one hundred dollars [**\$100.00**] per hour (Unless otherwise stated here and initialed \$_____). I agree to pay a retainer of **seven-hundred \$700.00**. I understand that the hourly fee includes time spent reading documents, interviewing people in person and over the phone, correspondence, Court appearances, travel time, and report writing. Out-of-pocket expenses will be documented and deducted from the retainer.
8. A statement will be provided by Mr. Carr monthly, showing the time spent, activity billed for, and out-of-pocket expenses deducted.
9. When the evaluation or investigation is done (or Mr. Carr has otherwise completed his work or withdrawn from the case) and the report has been submitted to the Court, if the retainer has not been used up, the remainder will be returned in accordance with the payment formula ordered by the Court. If the retainer was not sufficient, the additional amount owed will be paid within thirty (30) days, again in accordance with the payment formula ordered by the Court. If the Commonwealth is paying Mr. Carr, then you may not have any financial responsibility, unless the Court orders otherwise.
10. Notwithstanding, the payment arrangement for conducting the evaluation or investigation and writing the report Or other task outlined at the time he is engaged) , if Mr. Carr is deposed, the party deposing him shall pay him a retainer in advance of the deposition representing ten (10) hours at his usual hourly rate.
11. Mr. Carr will be compensated for the time he spends preparing for the deposition, for time at the deposition, travel to and from the deposition, and for reviewing the deposition transcript. If Mr. Carr determines that he needs an attorney to represent him at the deposition, the party who is deposing Mr. Carr will be responsible for paying his attorney's fees as well. If the retainer is insufficient, Mr. Carr will submit an itemized bill which will be paid in full within thirty (30) days.

12. Mr. Carr will be paid for preparation time, travel to and from Court, time in Court if called by either party, which will be reimbursed at his usual hourly rate, by the party which calls him to testify, unless the parties agree or the Court orders a different payment formula .

13. We agree to make every good faith effort to resolve any dispute which may arise. If the dispute cannot be resolved and it becomes necessary to institute collection proceedings or file a complaint for contempt to recover unpaid fees, the prevailing party shall be entitled to reasonable counsel fees, Court costs, and expert witness fees.

All the undersigned have read the Retainer for Guardian Ad Litem Services Agreement. By signing this Agreement, each party acknowledges reading it, agrees that the terms are fair and reasonable, and agree to be bound by all its terms and conditions.

Signed the _____ day of _____, 200_.

(Party)
Address:

Phone:

(Party's Counsel)
Address:

Phone:

(Party)
Address:

Phone:

(Party's Counsel)
Address:

Phone:

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