

Oscar Oo, Psy.D., ABPP, FAACP

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RETAINER AGREEMENT FOR SERVICES

This document is the written fee contract between psychologist Oscar Oo, Psy.D., ABPP and attorney _____ with regard to _____. I, Dr. Oo, will provide psychological services based on the terms set forth below.

1. **CONDITIONS.** This agreement will not take effect, and I will have no obligation to provide psychological services, until you return a signed copy of this agreement.

2. **SCOPE OF PSYCHOLOGICAL SERVICES.** You are hiring me as (circle one or both) (1) an evaluating psychologist, (2) a consulting psychologist and expert witness.

As an evaluating psychologist, I shall conduct a clinical evaluation, including any necessary psychological or neuropsychological testing, collateral interviewing, record review and literature review. I will take reasonable steps to keep you informed of my progress and to respond to your inquiries. I shall submit a formal written evaluation if you so request. I shall be prepared and available as an expert witness to answer subpoenas, attend depositions, and make court appearances with reasonable notification.

As a consulting psychologist, I shall review records, review literature, critique opposing evaluations, provide referrals, help with psychological strategies, or perform other med-legal functions as mutually determined. I shall be prepared and available as an expert witness to provide declarations, attend depositions, and make court appearances with reasonable notification.

When I serve in either capacity, you understand that if child, dependent adult, or elder physical/sexual/emotional abuse or threats an individual makes to harm him/herself or harm another person is/are disclosed to me, I may be required by law or permitted to communicate this information to protective agencies. You understand that even though you have retained me in a legal context, attorney-client privilege does not extend to me and supercede my duty to inform in such circumstances.

3. **ATTORNEY DUTIES.** I am retained by the attorney and not the attorney's client. As the attorney, you agree to cooperate with me, to keep me informed of relevant developments in the case, to provide me with all necessary case documentation, to pay my fees on time, and to keep me advised of any changes of address or telephone number. You agree to prepare me for deposition and trial.

4. PROFESSIONAL FEES

<u>SERVICE</u>	<u>FEE</u>
Research & Records Review	\$350.00/hour
Deposition Review/Preparation	\$350.00/hour
Deposition	\$4,900.00 Full day
- Refund for 4-hour Half-day	\$3,500.00
Trial Preparation	\$350.00/hour (4-hour minimum)
Trial Consultant/Expert Testimony	\$4,900.00 Full day
- Refund for 4-hour Half-day	\$3,500.00
Presentation/Seminar/Training	Variable rates
Travel and Lodging Expenses	Current rates

\$4,900.00 retainer fee payable prior to services rendered. No liens accepted. Forty-eight (48) hour cancellation policy. Fifty percent (50%) of agreed upon fees will be charged for cancellations without rescheduling within this time period. Outstanding balances – invoices are payable upon receipt. Credit – payment to client sent out within seventy-two (72) hours after completion of services.

6. **DISCHARGE AND WITHDRAWAL.** You may discharge me at any time. I may withdraw with your consent or for good cause. Good cause includes your breach of this agreement, a client's

refusal to cooperate with me, or any circumstance that would render my continued provision of psychological services as unethical or unlawful.

7. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in my statement to you will be construed as a promise or guarantee about the effects of my evaluation, consultation, and/or testimony on the outcome of the case. I have read and understood the foregoing terms and agree to them.

This Retainer Agreement for Services confirms my agreement concerning fee schedule and services provided by Oscar Oo, Psy.D., ABPP. I understand that Oscar Oo, Psy.D., ABPP will keep any information about my case confidential. I agree to the terms stated on this Retainer Agreement for Services. I hereby represent that I have the authority to enter this Retainer Agreement for Services on behalf of my company. I acknowledge that this Retainer Agreement for Services constitutes a binding contract with Oscar Oo, Psy.D., ABPP.

Attorney's Signature

Date

Attorney's Name (please print)

Address and phone

Oscar Oo, Psy.D., ABPP

Date