

OPAL Institute
Oregon Passionate Aging and Living
14780 SW Osprey Dr. #285, Beaverton, OR 97007
Phone: (503) 308-4251; Fax: 503-591-8628

Litigation Service and Fee Agreement

Evaluation: Fee for litigation evaluation (record review as related to the evaluation, patient clinical/capacity evaluation, testing, written report) at my office: \$2000 flat fee; if travel is required for evaluation (within the Portland metro area), additional \$100 flat fee.

Litigation: In the event that I am called upon to participate in any litigation in which you are involved (not including the actual evaluation as outlined above), and regardless of whether you are a current or former client at the time I am called to participate, I will bill \$200 per hour. The time billed will include any time spent preparing for or attending that litigation, including but not limited to: time spent preparing for testimony or any conference with any attorneys (including telephone conferences), travel time, waiting time, testimony or deposition time (regardless of which side calls me). Billing for litigation includes a minimum of 3 hours. A minimum of \$600 will be provided to OPAL Institute, LLC in retainer before the aforementioned litigation services are completed.

Cancellation on Short Notice: In the event you cancel or postpone a previously scheduled evaluation, I shall be paid a cancellation fee of \$800. Provided, however, that I shall not be entitled to, and shall not be paid, any evaluation fee if I receive notice at least seven (7) or more calendar days before the date the evaluation was scheduled to be performed, that the evaluation has been cancelled or postponed (or notice that for some other reason I am no longer required to perform an evaluation).

Similarly, in the event that I am contracted to appear and testify, and should the trial thereafter be cancelled or postponed, or should I otherwise not be required to appear and testify at trial, then you agree to pay a cancellation fee of \$800. Provided, however, that I shall not be entitled to, and shall not be paid, any trial cancellation fee if I receive notice at least seven (7) or more calendar days before the date I was scheduled to appear and testify, that trial has been cancelled or postponed (or notice that for some other reason I am no longer required to appear and testify at trial).

Payment for Services: Payment for services is due before services are rendered. I agree to abide by the payment and billing policy outlined above, and accept full responsibility for any and all fees incurred.

Name of patient undergoing evaluation and/or litigation:

Contracting Client Name (Please print)

Contracting Client Signature

Date

Amy S. Schultz, Ph.D.

Date