

**FEE STATEMENT AND RETAINER AGREEMENT GOVERNING THE PROVISION OF
FORENSIC CONSULTATION SERVICES
Dr. Amy Schultz**

DATE OF AGREEMENT: This agreement between _____, retaining attorney, and Dr. Amy Schultz, expert, is entered into on _____ and shall constitute the entire agreement in the matter of _____.

SCOPE OF WORK: The expert will render assistance to the agency in this case by:

1. Assisting the designated attorney in the case preparation, which will include work on the following phases of the case:
- (1) pleading; (2) discovery; (3) witness preparation;
 - (4) other (please specify): _____
2. Preparation of an examination and a () report. The examination shall be based upon:
- ___ (1) information provided by the retaining attorney; ___ (2) examination by the expert;
 - ___ (3) independent investigation by the expert;
 - ___ (4) other (please specify): _____
3. Testimony at the trial of this case which will occur at and on _____ based upon the retaining attorney's acceptance of the expert's examination and oral or written report. By this agreement the expert does not agree to testify to a particular conclusion. The expert does agree to prepare fully for testimony, to appear on request with adequate notice, and to dress in appropriate business-like attire.

CLIENT: The retaining attorney, and not any other attorney, litigant, party, third party, or insurance company, is to be considered the client of Dr. Schultz in the matter for which he is retained as an independent expert. The client is the financially responsible party. The responsible party shall pay the fees for all time and services provided in this matter, regardless of the party that initiates the service. Since Dr. Schultz is retained as an independent expert, this includes financial responsibility even if the time spent is on activities perceived to be adverse to the interests of the responsible party. Should the retaining attorney seek reimbursement of any fees from another party, litigant, or third party, it is the retaining attorney's responsibility to inform those parties that their financial obligations are to the retaining attorney and not to Dr. Schultz.

FEES: Fees for service shall include, but not be limited to, charges for consultations, interviews, evaluation appointments, collateral appointments, broken and canceled appointments, testing, test scoring, test interpreting, reviewing printed materials, reviewing documents, preparing and providing reports, affidavits, and testimony, and staff and research assistant time.

Dr. Schultz's fee is \$300.00 per hour for time reserved for services provided in-office, portal-to-portal (unless otherwise agreed to in writing), and all legal proceedings, including time reserved to provide declarations, affidavits, depositions, and testimony. The fee for all time and services provided by any of Dr. Schultz's administrative assistants is \$50.00 per hour. Since evaluations, declarations, affidavits, depositions, consultations, and testimony require considerable preparation time and the reservation of multiple hours, the retaining attorney is responsible for the time reserved for these services and proceedings. Time for depositions and testimony will not be reserved until payment for the requested time is received.

Telephone consultations with Dr. Schultz are billed per tenth of an hour or any portion thereof, including scheduled telephone consultations that are missed or broken. For all copying, including faxing, charges are \$.20 per page, plus handling, messenger, shipping and long-distance costs.

METHOD OF COMPENSATION: The expert's compensation shall be received as follows:

- a. A retainer in the amount of \$_____ shall be paid prior to the rendition of any services.
- b. Upon completion of the expert's services.
- c. On or before _____.
- d. Other (please specify): _____.

PAYMENT: Payment is due and payable at the time of service. Service charges will accrue at 1.0% per month (or a minimum service charge of \$2.00 per month), but not to exceed the amount permissible by law, on any balance not paid within

30 days after the charge was incurred. Should a check be returned by the bank for any reason whatsoever, a \$25 returned check fee will be due, and all charges owing shall become immediately due and payable.

FINANCIAL RESPONSIBILITY AND THIRD-PARTY PAYMENT: The financially responsible party is the retaining attorney. The retaining attorney, and not any third party, assumes complete financial responsibility for all of the fee obligations contained herein even though reimbursement of these fees may be sought by the retaining attorney from another party. Health insurance does not usually cover forensic examinations and the intent to seek insurance coverage is not a substitute for any of the financial obligations described herein. The acceptance by Dr. Schultz of payments from a third party shall be construed only as payments made by the third party on the behalf of the financially responsible party and not as an indication that the third party is the financially responsible party.

APPOINTMENTS AND CANCELLATIONS: Because the scheduled appointment time is held exclusively for one person or task, advance notice of cancellation is required. Cancellation charges are calculated as per the table below:

Amount of Time Reserved for Consultation, Evaluation, or Testimony	Number of Business Days' Notice of Cancellation Provided	Amount of Charge for Canceled Time
one hour or less for consultation	one full business day (24 hours)	no charge
	less than one full business day notice or no notice	full charge
more than one hour for consultation or evaluation	five full business days (120 hours)	no charge
	less than five business days notice or no notice	full charge
trial work (scheduled in half-day increments unless otherwise agreed)	five full business days (120 hours)	no charge
	less than five business days or no notice	full charge for half-day work (four hours)

COLLECTION: If an account is due for 60 days, it shall be sent for collection. The responsible party shall pay all reasonable costs of collecting the bill, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs. The 50% collection agency charge shall be added to the bill and shall become part of the financial responsibility at the time the account is sent to the collection agency.

In the event that legal action is instituted to collect fees and charges, the responsible party shall pay all additional reasonable costs and fees resulting from the suit, such as reasonable collection agency charges which are 50% of the bill, reasonable attorney's fees, and court costs and that the suit shall be filed and the matter shall be properly heard in Washington County, Oregon.

TERMINATION: Dr. Schultz may immediately and without prior notice terminate her services and contacts at any time she has reason to believe that any party is not fully complying with the provisions stated herein or with any orders of a court of competent jurisdiction. No services, including reports, recommendations, or opinions, will be provided after services are terminated for any reason.

AGREEMENT: All agreements and contracts with Dr. Schultz are in writing. There are no oral agreements that may supersede this written policy statement on this matter. Any modification of the terms of this statement must be in writing and signed by Dr. Schultz. Should Dr. Schultz, at her sole discretion, choose to waive any requirement under the terms of this statement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this statement or other contract. Dr. Schultz, in agreeing to provide this consultation, is specifically relying on the responsible party's agreement to abide by all of the terms of this statement.

Dr. Amy Schultz, Ph.D.

Retaining Attorney