

## OPAL Institute, Oregon Passionate Aging and Living 18670 Willamette Dr. Suite 202, West Linn, OR 97068 Phone: (503) 308-4251; Fax: (503) 591-8628

## Litigation Assessment Service and Fee Agreement

Litigation Assessment Services are billed at:	
Assessment/Evaluation	\$3500
Additional Litigation Work	\$300/hour

You have been referred for a psychological evaluation in connection with current civil litigation. In connection with this referral, your attorney has or will provide Dr. Friday with records related to your suit and your medical and psychological history.

In the course of the examination, Dr. Friday will interview you about your personal history, including but not limited to your work and medical history, and will administer one or more structured assessment instruments to help them assess your psychological functioning. This evaluation will include inquiries into private aspects of your life. These inquiries are necessary in order to adequately assess your current and historic psychological functioning. Most persons experience only temporary and mild discomfort, if any, in the course of an examination of this type. If you experience more serious discomfort, including fatigue, that requires you to take a break during the interview or testing, please let Dr. Friday know. If you experience any significant distress after the evaluation, you may wish to contact your personal health care provider.

Please note that Dr. Friday is not your treating healthcare provider and she will not be treating any mental or physical condition that she may encounter in the evaluation. If you would like a referral to another healthcare provider who specializes in that condition, please feel free to ask Dr. Friday for a reference. As part of this evaluation, you agree that Dr. Friday may release information related to this evaluation to your attorney. Generally, the information you provide to Dr. Friday is confidential and she will generally not release that information without your written consent. However, there are circumstances where Dr. Friday may be required to release information without your consent. These situations are rare, but generally involve situations where you or someone else may be at risk of serious harm, or in certain instance of abuse.

You may refuse to participate in the evaluation at any time. If you have been referred to Dr. Friday by an attorney, Dr. Friday will notify your attorney of your cancellation of the evaluation.

**Fees:** Payment for services is due\_\_\_\_\_\_. Clients who fail to provide the required number of business days notice to cancel an appointment will be billed a late cancellation fee (see the Fee Statement/Retaining Agreement for details).

**Other Litigation:** In the event that Dr. Friday is called upon to participate in any litigation in which you are involved, and regardless of whether you are a current or former client at the time she is called to participate, you will be billed \$300 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 her). Billing for litigation includes a minimum of 4 hours, which is payable 1 week in advance of any litigation services requested. Any unused portion shall be refunded within 5 days of receipt of notice that the

litigation has ended or notice that my services will no longer be necessary for the litigation. At any time in which Dr. Friday's services exceed 4 hours, she may request additional advance payments to cover anticipated services. She may withdraw my services at any time if the fees are not paid according to the terms of this agreement. Telephone calls in excess of 10 minutes and preparation of reports or letters will be billed at the contracted session rate, billed in 5-minute increments.

As a client, I agree to abide by the payment and billing policy outlined above, and accept full responsibility for any and all fees incurred. I agree to pay my bill immediately or within 30 days of receiving it by mail. If I do not pay it within those 30 days I understand that I will be billed an extra \$10 rebilling fee for every additional month that the bill is outstanding.

Typically, insurance does not cover litigation work. If I am using insurance to pay for evaluation, I hereby authorized payments from my third party payer/insurance company to be made to OPAL Institute, LLC, for services rendered to me. I agree to pay any copayment or deductibles as established by the rules of my insurer. I further agree that if the insurer pays me directly for any services, I will forward those funds to OPAL upon receipt. I understand that I am financially responsible for any non-covered services rendered to me. Insurance companies can request information concerning the diagnosis, history, treatment plan and prognosis of a client's case in an effort to determine the extent of their coverage. I give my permission for OPAL Institute to release such information from my case records as necessary. I also understand that I can revoke this agreement at any time in the future by requesting this in writing. OPAL and its providers reserve the right to withdraw services at any time the terms of this agreement are not honored.

Client Name (Please print)

**Client Signature** 

Date

Dr. Amy Friday

Date