

## **RETAINER AGREEMENT FOR SERVICES**

This document is the written fee contract between psychologist Deborah Ely Budding, Ph.D. and attorney \_\_\_\_\_ with regard to \_\_\_\_\_. I, Dr. Budding, 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 psycho-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 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.** 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. FEE PAYMENT OBLIGATIONS**

Hourly fees are charged according to the Fee Schedule for Deborah Ely Budding, Ph.D. (see attached)

For all services rendered, I will invoice you on a monthly basis. Payment is expected within two weeks of receipt of invoice. An advance retainer of \$3,000 is due at the time of the signing of this agreement. Initial time will be billed against this retainer. For all

balances outstanding over a 30-day period, interest will be charged on the outstanding amount at the rate of 15% A.P.R.

Once a trial date is set, I will require you to pay all sums then owed to me, as well as to pay in advance all costs for each day of estimated expert witness testimony.

5. **COSTS AND CHARGES.** I will incur various costs and expenses, in addition to the fees detailed above, in performing the psychological services under this agreement. These expenses commonly include secretarial costs, telephone costs, standard postal costs, parking and other local traveling expenses, photocopying, and other reproduction costs. I will assume these common costs. Uncommon costs, such as those incurred for materials sent by messenger, for materials sent by overnight mail, and for other nonroutine administrative activities will be billed at the same cost to you, and will be included in my invoice to you.

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 continuing to provide psychological services unethical or unlawful.

7. **DISCLAIMER OF GUARANTEE.** Nothing in this agreement and nothing in my statements 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.

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Name (please print)

\_\_\_\_\_  
Address and phone

\_\_\_\_\_  
Deborah Ely Budding, Ph.D.                      Date