

FORENSIC PSYCHOLOGY FEE SCHEDULE AND RETAINER AGREEMENT

Psychotherapy
Psychoanalysis &
Psychological
Assessment



ALAN KARBELNIG PhD

Introduction

This agreement memorializes the terms of your retaining me as a forensic expert in Psychology. As my Curriculum Vitae reveals, I have extensive experience serving as an expert witness in a variety of legal proceedings including in the areas of family, tort, will and probate, administrative, and labor law. I perform pre-employment screenings for the South Pasadena Police Department and have evaluated employees for a variety of reasons for the California Institute of Technology, the Department of Water and Power, and the City of Pasadena.

I set forth the terms of my engagement in writing in order to avoid misunderstandings. I ask that you indicate your agreement by executing your copy of this letter and returning it to me, along with your check for the initial retainer fee.

Services

A forensic psychological evaluation consists of utilizing a variety of techniques for determining and then documenting an individuals' psychological status. These techniques include clinical interviews, mental status examinations, psycho-diagnostic testing, review of relevant records, interviews with collateral sources, research, conferences with attorneys or others, and preparation of written report if requested. Once the evaluation is complete, I may be asked to provide testimony in a deposition or a court.

Since I do not have access to the court system except through counsel who retains me, please note that I depend on you to obtain various records and to arrange for the mental examination of the plaintiff to occur under clinically acceptable conditions. I will furnish you separately with a list of records that I will need for you to obtain from the plaintiff or from third parties via subpoena. My effectiveness as an expert witness will depend to a great degree on my having access to these records. Similarly, I will need your help in arranging for a mental examination of the plaintiff. As you know, if the plaintiff does not agree to such an examination, a motion to the court will be necessary and such a motion must be brought far enough in advance of the discovery cutoff to permit an examination to occur within the discovery period. Also, sometimes opposing counsel or the court will attempt to place restrictions or conditions on mental examinations, such as time limits, limits on topics of inquiry, or requiring the presence of outsiders. Please do not agree to any such restrictions or conditions, or fail to oppose them in court, without consulting with me, as such restrictions or conditions can significantly impair my effectiveness as an examiner.

Location of Provision of Services

Except where special arrangements have been made, all forensic psychology services will be provided at my offices at 625 Fair Oaks Ave., Suite 270, South Pasadena, California. It is respectfully requested that depositions be scheduled in these offices as well, at a mutually convenient time.

Fees

All forensic psychological services, with the exception of testimony, are billed at a rate of \$425 per hour. Charges are calculated in 15 minute increments. I also bill for out of pocket expenses, such as travel, conference room rental, telephone calls, overnight delivery and courier services and the like. Please note that telephone or in-person conferences are considered billable time.

Deposition or courtroom testimony is billed at a rate of \$4000 per day with a half-day minimum. (In proceedings requiring an hourly billing rate, this would be \$500/hour).



Cancellation Policy

Because my practice consists primarily of providing of outpatient psychotherapy services, please provide as much time as possible in advance to schedule appointments for providing forensic psychology services, including depositions and/or courtroom testimony.

Since a half day is set aside for a mental examination, late cancellations are highly disruptive to my schedule and to my other patients. If an appointment is cancelled within 10 calendar days for any reason, including settlement, there is a \$1500 cancellation fee.

Because of the greater time commitment involved in being available for deposition or courtroom testimony, the full half-day charge of \$2,000 will be assessed if such service is cancelled or continued with less than 72 hours' notice.

Payment Policy

After I am retained, I will send you monthly invoices, which I will expect to be paid within 30 days or receipt. In the event an invoice is not paid within 30 days, I reserve the right to add an interest charge of 10% per year, compounded monthly, to all overdue amounts. You will be responsible for all charges incurred. My relationship is with you, and/or your law firm, and not with the client you represent or the insurance company that has retained you.

Because of the potential for cross examination on the grounds of bias, I require that all of my invoices be paid in full prior to my giving testimony at any hearing, trial or arbitration. In the event of nonpayment of my invoices, you agree that I may withdraw my services regardless of whether or not I have been formally designated as an expert. It is also agreed that in the event I must initiate legal action to recover unpaid fees and expenses, the venue for such action shall be the courts of Los Angeles County, California and that the prevailing party in such litigation shall also recover costs of litigation and reasonable attorney's fees.

I require an initial retainer in the amount of \$4,000. One half of this amount is non-refundable but may be applied toward record review, consultation, clinical interview or late cancellation of an evaluation.

Payment for deposition and/or courtroom testimony must be made 72 hours in advance of the offering of such testimony and is entirely non-refundable.

Acknowledging Signatures

If these terms are acceptable to you, please sign where indicated below on the enclosed copy of this letter and return it to me with the initial retainer of \$4,000.

By signing below, you agree that these terms are acceptable to you and you agree to be bound by it. Thank you for your confidence. I look forward to working with you on this matter.

Attorney of Record

Date

Alan Karbelnig, Ph.D., Expert Witness in Psychology

Date