

– DR. JUDY HO –

Clinical and Forensic Neuropsychologist

California State Licensed Clinical Psychologist #22809 CA
 Board Certified Through American Board of Professional Psychology
 Board Certified Through American Board of Pediatric Neuropsychology
 Board Certified through National Board of Forensic Evaluators
 Tenured Associate Professor at Pepperdine University

FORENSIC PSYCHOLOGY FEE SCHEDULE AND RETAINER AGREEMENT

Introduction

This agreement memorializes the terms of your retaining me as a forensic expert in Psychology. As my Curriculum Vitae reveals, I serve as an expert witness in a variety of legal proceedings. I am triple board certified by the American Board of Professional Psychology, the American Board of Pediatric Neuropsychology, and the National Board of Forensic Evaluators. I perform a variety of neuropsychological and psychodiagnostic evaluations used in civil and criminal cases and testify regarding my results and other available case information.

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 retainer fee.

Services

A forensic psychological service is a psychological evaluation, consultation, or expert witness service that is undertaken for legal purposes. I provide forensic psychological services to a law firm who is the client. The litigant is not my client.

A forensic psychological evaluation consists of utilizing a variety of techniques for determining and then documenting an individual's psychological and/or cognitive status. These techniques include clinical interviews, mental status examinations, psychodiagnostic testing (e.g., standardized questionnaires, cognitive tests, personality tests), cognitive assessments when necessary, review of relevant records, interviews with collateral sources, research, conferences with attorneys or others, and preparation of written report if requested by an attorney or the court. I may form and providing findings, impressions, opinions, conclusions, and recommendations regarding the legal issue(s) at hand. 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 from the plaintiff, the defendant, or from third parties via subpoena. In certain cases, I will furnish you separately with a list of records that I will need for you to obtain from the plaintiff, the defendant, 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 a litigant and if allowed, access to collateral sources for interviews. As you know, if a litigant 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, including but not limited to limits on examination time, limits on the scope of inquiry, requirements for third-party presence or recording, or demands for the release of raw data and/or test materials that are subject to ethical, professional, or legal protections. You agree not to accept, stipulate to, or fail to oppose any such restrictions or conditions without prior consultation with me. Such restrictions or conditions may materially interfere with the integrity, validity, and reliability of the examination and may impair or preclude my ability to serve as an effective examiner.

Confidentiality

The usual laws governing confidentiality between psychotherapist and patient do not apply to the relationship or information obtained during the course of the forensic evaluation. Information obtained in the course of the forensic evaluation will be shared with the individual's attorney. This policy also recognizes my use of professional test scoring services, and other professional consultation as deemed advisable by me. Be aware that in certain instances the law requires me to disclose privileged information, for example, in situations of suspected child abuse, of potential harm to oneself or another, and in instances where the court orders the disclosure of privileged information and records.

Location of Provision of Services

Except where special arrangements have been made, all forensic psychological services will be provided at my primary office in Hermosa Beach and/or via remote means if/when appropriate. Depositions are preferably conducted remotely or at my office. Depositions may also be conducted at another location within the greater Los Angeles area by prior agreement. Travel time and related expenses will be calculated into the fee if the deposition or forensic psychological services do not take place at my office.

Fees

All forensic psychological services (including, but not limited to, administration of testing and assessments, corroborative interviews, attorney consultation, scoring and interpretation, records review, affidavits, declarations, report writing, and travel time) excluding depositions or court testimony, are billed at a rate of \$600 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 \$6800 per 8 hour day. Depositions have a 2 hour minimum, and courtroom testimony have a half-day minimum. This rate applies to office or courtroom waiting time as well as actual time testifying (In proceedings requiring an hourly billing rate, this would be \$ 850/hour).

If required to be on call, the rate is \$4800 per 8 hour day (\$600 per hour for each hour I am required to remain on call and unavailable for other professional work). At least one week's advance notice is required, and you must specify in advance the hours during which I am requested to hold other professional obligations for this purpose.

The financially responsible party shall be the law firm by whom I am retained. The responsible party shall pay the fees and disbursements for all time and services provided by me. I will not accept payment from the litigant directly. If the litigant fails to attend the evaluation, fails to provide more than 7 calendar days notice of cancellation, or fails to cooperate with the evaluation, the financially responsible party shall be responsible for full payment for time allotted for the evaluation.

Cancellation Policy

Please provide as much time as possible in advance to schedule appointments for providing forensic psychology services, including depositions and/or courtroom testimony.

Since at least a half day is set aside for a mental examination or evaluation, late cancellations are highly disruptive to my schedule and to my other patients. If an evaluation appointment is cancelled within 7 calendar days for any reason, including settlement, there is a \$3000 cancellation fee. No shows will be charged the full day fee (\$4800).

Because of the greater time commitment involved in being available for deposition or courtroom testimony, the full half-day charge of \$3400 will be assessed if such service is cancelled or continued with less than 72 hours' notice.

When I am asked to be on-call and I am notified with 48 hours of notice or more that I will not be needed for courtroom testimony, I will charge only 50% of my stated on call rate. If notified less than 48 hours in advance, the entire on call rate (\$4800 per 8 hour day or \$600 per hour) will be assessed.

Payment Policy

After I am retained, I will record all billable hours and detail the services conducted, and submit invoices to you every 30 days. Payment for depositions should be paid in full on the day my deposition is taken. Payment for courtroom testimony (and all associated costs including travel) should be made 72 hours in advance of the offering of such testimony unless other arrangements are made on a case by case basis. If required to be on call, 50% of my hourly rate must be made 72 hours in advance of the on call day (and if I am not needed for courtroom testimony that will be the only rate assessed). All other hours billed must be paid to Dr. Judy Ho within 30 days of the invoice date unless otherwise arranged. For all balances outstanding over a 30-day period without explicit arrangement, interest will be charged on the outstanding amount at the rate of 15% APR.

Attorney Fees

In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled its costs and expenses, including reasonable attorney fees, incurred in connection with such action.

Discharge and Withdrawal

You may discharge me at any time. I may withdraw with your consent or for good cause. Good cause includes, but is not limited to, your breach of this agreement, examinee’s refusal to cooperate with me, nonpayment of fees, or any circumstance that would render my continuing to provide psychological services unethical, professionally inappropriate, or unlawful.

Disclaimer of Guarantee

Nothing in this agreement, and nothing in my statements, opinions, or testimony, shall be construed as a promise, guarantee, or assurance regarding the outcome of the case or the effect of my evaluation, consultation, and/or testimony on any legal proceeding.

Retainer or Court Order

A retainer of \$5000 is due at least 24 hours before the first consultation or evaluation session with me and before I may be identified to opposing counsel or to the court as having been retained by the law firm. Initial time will be billed against this retainer, and I shall return any unused remaining portion of the retainer to the payer when applicable. In lieu of a retainer, a court order or other document guaranteeing payment will be required.

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 \$ 5,000.00, payable to DR. JUDY HO, INC.

All agreements and contracts with me are in writing. Any modification of the terms of this agreement must be in writing and signed by me. I, in agreeing to provide this forensic psychological service, am specifically relying on the responsible party's agreement to abide by all the terms of this agreement. An authorized representative of the law firm retaining me shall signify agreement by signing below.

Thank you for your confidence. I look forward to working with you on this matter.

Name of the Case

Case Number

Attorney of Record Signature

Attorney of Record Printed Name

Date

Judy Ho, Ph. D., ABPP, ABPdN, CFMHE

Date