

Expert Witness / Consultant Retainer Agreement

Commonwealth Forensic Psychiatry, PLLC
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Retaining

Attorney: _____

Law Firm: _____

Address: _____

Phone No: _____

Fax No: _____

Examinee: _____

Examinee's _____

Address: _____

Examinee's _____

Phone No: _____

Thank you for referring your questions regarding the above named case to me for forensic psychiatric evaluation. I am pleased to provide professional services regarding this case upon receipt of an executed copy of this Expert Witness Retainer Agreement in addition to the agreed upon retainer fee of \$_____.

My current billing rate is \$500 per hour. I bill my rate in quarter-hour increments for all time devoted to the case, including phone calls, consultations, research and preparing reports, as needed. I will refund any unused portion from the retainer fee once it is clear that my services will no longer be required. However, my minimum charge for agreeing to be retained as an expert or consultant in this case is 4 hours of my time, or \$2,000.

In the event that work in the case exceeds the initial retainer fee, no report will be released nor testimony scheduled (in court or by deposition) until the entire balance is paid. Testimony in court or by deposition is billed in half-day (4-hour) blocks. Payment for my time involved in such testimony must be pre-paid. In the event there are travel expenses, these must be paid by the retaining attorney. Fees for travel-time may vary but I will provide a good-faith estimate depending on the situation. If an examinee fails to show up for the evaluation, I still must charge for the time I had blocked out for the case. A rescheduled date and time can be arranged. If the attorney decides not to reschedule, the minimum charge for the 4-hour block of time will still apply.

I strongly recommend that the retaining attorney forward for my review all relevant medical records, mental health records, investigation reports, witness statements, depositions and other case information prior to my evaluation of the subject to be

evaluated. I recommend these materials be sent as far in advance of my scheduled examination of the subject as possible so that I might be as efficient as possible in evaluating the case.

Once it is decided that I will no longer be involved in the case, either because the case has resolved or my services are no longer required the retaining attorney, I may return all documents and notes to the retaining attorney. There may be a charge for large volumes of materials returned to cover excessive postage.

By signing below, the retaining attorney indicates acceptance of this service agreement and the contractual provisions contained herein. Please return this form along with the agreed upon retainer fee noted above. In return, I will countersign and send a completed contract back to the retaining attorney. If this signed service contract and retainer are not received within 7 business days of our initial communication about the case, then my name shall not be listed by the retaining attorney or retaining firm as a witness and I will be free to be retained by other parties, including opposing counsel.

Upon being retained by an attorney, company or firm I am retained for that specific case only and may be retained by any other attorney, including opposing counsel for other cases so long as there is not a direct conflict-of-interest. I am available for retainer on an ongoing basis for a negotiated fee, which must be specified in writing. This method of retainer may be useful for corporations or firms dealing with mental health related legal issues on a regular basis.

Contract accepted by:

_____ Date: _____

_____ Date: _____