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Retainer Agreement for Forensic Psychological & Expert Witness Services  
Model Hourly Retainer Template—Unsigned Draft—Confidential  
To Be Adapted to Case Specifics and Submitted for Review by Dr. Skoler

Robert(a) Smith, Esquire  
111 Infinity Drive  
Anytown, USA 11111  
Phone:

Date: \_\_\_\_\_  
Re: Expert Witness Services Agreement and Retainer  
John Doeman Case

Dear Mr./Ms. Smith,

This letter constitutes a proposal for a retainer services agreement between myself, as a possible expert witness clinical and forensic psychologist, and yourself, and your law firm, as counsel representing Mr. John Doeman in litigation involving \_\_\_\_\_ and the allegations and issues related thereto.

This retainer template serves as an all-in-one document for various types of criminal, civil, civil rights, employee rights, immigration, military, juvenile court, family law, protective services, post-traumatic stress, sentencing/risk assessment—and other types of court-involved and non-court-involved psychological evaluations.

Consequently, not all of the following subheadings, clauses and caveats may be applicable to your specific case. For example, not all cases may involve a psychological or neuropsychological evaluation, or a criminal matter, or travel. Therefore, the anticipated services and charges for your specific case are listed on pages 9-10 under Phases 1, 2, 3, etc.

If the following case-specific terms are acceptable to you, I have provided counter-signature lines below, for you as the retaining counsel, and for Mr. Doeman, for his informed consent. Due to the nature of this document as a services agreement, I may refer to you, and myself, in the third person, below.

*Specifying the Client or the Attorney as the Contracting Party for Expert Witness Services*

For different reasons, in different legal matters, including the attorney work-product privilege, an attorney may prefer to retain expert witness services directly, yet, at other times, may prefer to have the client retain such services. For legal and consulting purposes, expert witness services will be retained, and funds provided through you and your law firm through arrangements your law firm makes with Mr. Doeman. However, Mr. Doeman will be responsible for the financial obligations in this retainer agreement, whether they are paid directly to Dr. Skoler, or through the law firm.

Mr./Ms. Smith, counsel for Mr. Doeman, and other counsel Mr./Ms. Smith may involve, will direct Dr. Skoler's services in the case, limited by any ethical constraints, in the context of the ethics provisions, cited below.

*Hourly Rate of Expert Witness Charges*

The retainer and charges are based on an hourly rate of \$270 per hour. Unlike some other psychologist experts, Dr. Skoler does not double-charge or surcharge for court and expert witness work. (See provision for depositions, below.) (For example, Dr. Skoler's full fee 45-minute therapy/consultation rate of \$200 prorates to about \$267 for a 60-minute hour.) Therefore, retainer estimates shall include reasonable estimates for associated case costs such as e-mails, phone calls, testimony preparation, the drafting of an expert witness report, and other expert witness services, as listed below.

Billing statements will note charges by tenth of an hour increments, with the date and type of service provided.

*Flat Fee Versus Hourly Billing Policies*

In some cases involving psychological evaluations or consultations for court cases, such as those involving certain criminal charges, certain juvenile court cases, immigration cases, and some other cases, Dr. Skoler may agree to a flat fee, to include, for example, phone calls, e-mails, a psychological evaluation with testing, a written report, and a day of testimony. However, in other cases, such as an ongoing civil suit, a civil rights litigation, a domestic relations case, or a complex criminal case matter, it may be difficult to anticipate the extent of expert witness services that may be requested, in which case, charges will be billed by the hour, or portion of the hour, against a provided retainer. If a flat fee is offered, the retainer will specifically state what services are included in the flat fee and what services would be charged additionally.

This current case is not being retained for a "flat fee." Rather a retainer will be provided, against which expert witness services shall be billed and charged, by the terms in this retainer agreement letter. At the point that the balance of the remaining retainer funds falls between \$1,000 to \$1,500, additional retainer funds shall be provided based on agreed estimates for additional, forthcoming services.

[Expert services will not be provided without deposited retainer funds to bill against.](#)

*Return of Unused and Unbilled Retainer Funds*

In the event of case settlement, or for other reasons such as termination of this services contract and agreement, unused and unbilled portions of the retainer will be returned to Mr./Ms. Smith, when it is reasonable to assume no further expert witness services will be required. Expert services already provided and conducted will be billed and deducted from retainer funds, prior to the return of unused funds.

*Liability for Reimbursement of Expert Witness Services if Subpoenaed by the Opposing Party*

Because retained expert services are often rendered for the purpose of expressing opinions in a legal controversy, Dr. Skoler will be reimbursed by the retaining party, even if subpoenaed by the opposing party, due to Dr. Skoler submitting reports or opinions or expert witness declarations on behalf of the retaining party. Dr. Skoler shall also be reimbursed for any deposition testimony or preparation out of retainer funds that are not reimbursed by the opposing party, by the terms below.

*Charges for Court Testimony Time*

Dr. Skoler will charge at his hourly rate of [\\$270 per hour](#) for time spent preparing for court testimony, reviewing relevant case file materials and documents, time spent in attorney preparation, organizing records, waiting at court and testifying in court.

It should be understood, therefore, that the actual time spent on the witness stand may be the smaller portion of this process of preparing adequately to testify and to be examined and cross-examined as an expert witness.

Dr. Skoler will also charge [\\$270](#) per hour if counsel requests that Dr. Skoler observe any other trial or hearing testimony or observe the testimony of other witnesses. In the event that Dr. Skoler is requested to observe a hearing or trial for an entire day or days, he may choose to cap his actual court attendance fees for each day to 5-6 hours, but may charge additionally for the testimony preparation time, described above. However, Dr. Skoler will bill for each hour he is on the witness stand, waiting at court, or on court breaks and recesses, while his actual testimony is ongoing.

[Dr. Skoler will provide good faith estimates of court testimony and preparation time, which must be paid and received 3 weeks prior to such scheduled testimony.](#) Time traveling to and from court outside of the Philadelphia area will be billed at a 50% rate (\$135 per hour).

*Charges for Being Deposed by the Opposing Party*

As noted above, a large part of the time for testimony involves adequately preparing for such testimony and reviewing the case file. However, in some cases, when being

deposed by the opposing party, funds may only be provided for the actual hours Dr. Skoler is deposed, but not the travel, waiting and deposition preparation time. Often this preparation and review phase is important for the expert witness, since depositions may occur long after the submission of an expert witness declaration or report.

Therefore, deposition testimony will be charged at \$350 per hour, if there is no prior agreement with the deposing party to reimburse Dr. Skoler for the associated preparation time and by the terms by which he agreed to become involved in this case, in this current retainer agreement.

Dr. Skoler will submit a billing statement or invoice for all his associated deposition time and costs, including travel time, preparation time, testimony time and the associated calls, letters or e-mails to arrange such.

[Mr. Doeman or Mr./Ms. Smith](#) shall reimburse Dr. Skoler for such professional time at a [\\$270/hr.](#) rate, that is not reimbursed by the deposing party.

#### *General Types of Expert Witness Services and Costs Anticipated*

Expert witness services may include, but are not limited to:

- drafting, writing, editing and proofing a thorough written report, or a more brief expert witness declaration or notice of opinions;
- trial, hearing or deposition testimony;
- administering, scoring and analyzing psychological testing and inventories;
- the review of provided medical, psychological and psychiatric records; legal pleadings, motions and filings; transcripts and depositions; and other requested documents;
- the critique, analysis or rebuttal of the work of other mental health professionals;
- interviews with various parties, witnesses or collateral sources of information;
- review of scholarly commentary regarding the relevant psycho-legal evaluation principles and standards in the case;
- travel time, phone calls, letters and e-mails;
- attorney consultation;
- relevant research on commentary related to case issues;
- payment at \$25 per hour rate to administrative assistants, including for proofing and research on relevant topics;
- [other tasks specific to case issues and concerns.](#)

Mr./Ms. Smith, counsel for Mr. Doeman, will request and direct case activities involving expert witness services, within the constraints of the ethical provisions, below.  
*Administrative Costs*

Administrative costs associated with the case such as psychological test materials and scoring charges, FedEx shipping, copying, mailing costs, limited administrative assistant costs and other administrative costs other than incidental expenses will also be

deducted from the provided retainer, such as proofing, editing of reports, etc.

*Preliminary Professional Time Prior to the Finalization of this Current Retainer Agreement*

Up to **2.0 hours** of itemized time will be deducted from the provided retainer for preliminary e-mails, discussions, letters and phone calls, and the professional time to mutually finalize this retainer agreement letter with counsel, prior to provision of the initial retainer, and prior to further case activities.

In addition to this preliminary time, travel (at 50% rate) and meeting time (at 100% rate) with Mr./Ms. Smith or Mr. Doeman, even if it occurs prior to the finalization of this retainer agreement, will be billed additionally to these preliminary hours, by the terms of this retainer agreement.

*Travel Expenses and Time*

Time spent travelling outside of the greater Philadelphia metropolitan area, en route, will be billed at a 50% rate (**\$135 per hour**). When travelling, actual attorney meeting, interview, evaluation, testimony and other professional time will be billed at the **full \$270/hr.** rate, including time spent waiting at court hearings, depositions or meetings. Time spent travelling to and from correctional facilities such as juvenile or adult detention or correctional centers will also be charged at the 50% travel rate.

If travel accommodations are necessary, Dr. Skoler will select his own accommodations at a "business class" type of hotel/motel, such as a Hilton Garden Inn, Embassy Suites, Hilton, Marriot Courtyard, Hampton Inn, or comparable accommodations that are reasonably convenient for counsel and client consultation.

Travel beyond 60 miles round trip, 30 miles each way, will include reimbursement for gasoline, cabs, tolls, lodging if necessary, Amtrak coach or business class tickets, or airfare coach or business class tickets to be booked and selected by Dr. Skoler. If air travel is required, Dr. Skoler will book his own flights on major airlines, featuring modern jet service at coach or business class rates. Overnight travel will include per diem rates for meals and tips.

Client and/or counsel will provide sufficient retainer funds prior to such travel. However, Dr. Skoler will document with receipts such travel costs deducted from retainer amounts, and return unused travel funds.

*Request for Raw Data and Records*

Due to the complexity of and scrutiny in legal cases, **2.0 hours** will be charged (**\$540**) for the professional time involved in organizing, documenting, confirming, copying and mailing the case file and records, as well as the associated necessary cover letter and communications relating to such requests, the proper authorization of such, and the protection of the confidentiality of such records.

*The Potential Additional Costs of IQ, Attention Deficit, Memory, Learning Disability, Special Needs, Psychoeducational and/or Neuropsychological Testing and Assessment*

In some cases, the initial “referral issue” may clearly identify that some form of IQ, psychoeducational, cognitive, memory or neuropsychological testing is likely, or necessary—which would be included in initial good faith estimates of provided services. As examples: a defendant who made a “confession” may be suspected of having a low IQ; or a person who experienced a head injury may need neuropsychological testing; or dementia may be suspected in an elderly person. However, in other cases, the initial brief IQ and neuropsychological screening, that is typically part of many psychological evaluations, may indicate a potential problem and need for additional, more extensive IQ and neuropsychological testing. These different types and forms of neuropsychological and cognitive testing are often time-consuming for the administering psychologist, and may involve additional hours of administering hundreds of items in face-to face-testing, with many responses recorded verbatim, or even timed with a stopwatch. Counsel will be notified if such additional testing is recommended.

*Additional Specialized Forensic Assessment Instruments for Competency, Insanity, Risk of Violence or Sexual Assault, the Validity of Reported Symptoms and/or Personality Disorders*

Similarly, in many criminal cases, the strictly defined legal thresholds for competency to stand trial or criminal responsibility (insanity) can be assessed in a timely manner. However, if initial evaluation indicates that such issues as legal incompetency or insanity or incompetency to waive Miranda rights, appear to be a reasonable possibility, then, ethically, it may be indicated to administer more comprehensive instruments to assess these issues. Further, in the event of sentencing considerations, specialized risk assessment instruments may be indicated. These types of specialized forensic instruments may also add additional costs to psychological evaluations and expert reports, and counsel will be notified if such additional evaluation is recommended.

*Agreement That Neither Party Will Tape or Record Audio, Phone Call, Computer or Video Communications with Dr. Skoler, Nor Record Any Other Interviews or Evaluation Elements Conducted by Dr. Skoler, Whether Remotely or In-Person*

Dr. Skoler believes that recording can actually be used for misleading or unethical purposes, because such recordings can be edited and/or presented out of full context. Such recordings can also create a “chilling effect” which can impede the complex, interactive process of psychological interviewing and assessment. Pennsylvania, where Dr. Skoler primarily practices, is a state that requires the consent of both parties to record conversations. However, regardless of what state either party is communicating from or in, the parties hereby agree that neither party will tape or record any communications with Dr. Skoler, remotely or in person, without the signed mutual consent of both parties.

One exception to this condition is that Dr. Skoler may, at his discretion, use a small digital/tape audio recorder, in full view, only during the administration of certain brief IQ, memory or neuropsychological subtests, to accurately score the evaluation subject being

asked to quickly repeat lists of words, sentences or a paragraph. Another exception would involve if Dr. Skoler was interviewing a minor victim of child abuse in a forensic evaluation context—however this would only occur with the written consent of the authorizing party or parties and/or guardians. (The recording of such child accounts in a forensic evaluation context is considered a recommended best practice.)

### *Ethical Considerations*

Regardless of which party retains Dr. Skoler, he is obligated to comply with the Code of Ethics and forensic specialty guidelines of the American Psychological Association, and associated standards of ethical and professional practice and conduct incorporated in applicable state psychology board licensing statutes and regulations.

Dr. Skoler will consider and receive attorney and client comments and input. Although licensed psychologists should consider various interpretations of case aspects and findings, it is considered ethical for an expert to advise on case issues and findings when retained by one party or another, or by mutual or stipulated appointment by a Court. However, attorneys and clients will not have the right to dictate, edit or determine Dr. Skoler's forensic report findings, case conclusions or stated opinions, which shall remain professionally independent.

Dr. Skoler shall also determine the necessary processes and procedures to adequately conduct and provide such services, based on professional ethics and recommended best practices. That is, to reach certain conclusions and opinions, Dr. Skoler must be allowed to go through a responsible professional process to do so. Similarly, adequate professional time to complete expert tasks will be mutually agreed by Dr. Skoler and Mr./Ms. Smith.

Expert witnesses may be limited by law, in various instances or certain types of cases, in the extent of their testimony and opinions regarding "ultimate legal issues" (for example, whether a criminally charged person is legally "guilty" or "innocent;" or a sued person is legally liable and negligent). Rather, generally, psychologist expert witnesses attempt to address the relevant mental and psychological state of the evaluated party, or the relevant psycho-legal issues or questions in a case. However, expert witnesses may not ethically guarantee or dictate case outcomes, which are often primarily determined more by the principles of relevant law, and the case evidence and fact allegations that are presented to, considered and weighed by the trier of fact in the case, the judge or jury.

In the unlikely event that ethical conflicts, or conflicts of interest arise involving the psychological and legal issues or services in this case, Dr. Skoler will attempt to clarify and resolve such issues with the retaining attorney directly, but will bill reasonable time for associated letters, calls or e-mails to do so.

Dr. Skoler may attempt to resolve any ethical questions or concerns by also consulting psycho-legal ethics experts made available to him through the American Psychological Association. Such informal consultations are provided free of charge through

the APA, however, Dr. Skoler will charge approximately half an hour for his professional time for these 20-minute consults and the associated time to arrange the consults. Use of this same service may also include Dr. Skoler seeking “best practices” and ethics advice from national experts involving psycho-legal evaluation ethics, methods, and testimony.

*Case-Specific Ethical and Professional Practice Concerns and Issues*

(Depending on the type of case) this case involves \_\_\_\_\_.

These are considered \_\_\_\_\_.

Further \_\_\_\_\_.

In some such cases, Dr. Skoler may cap charges for long, involved reports, or charge lower hourly rates for the completion of a long report, over a certain number of hours. However, any such courtesy reductions or credits will be solely at Dr. Skoler’s discretion and option.

*Charges for Professional Time Spent on Ethical and Legal Challenges Relating to Dr. Skoler’s Acceptance of Your Case*

Retained expert witnesses in highly adversarial court matters are sometimes subject to unfounded ethical allegations resulting from their decision to accept certain legal cases and to express or submit reports or opinions on your behalf. If, as a result of the adversarial nature of your case, the opposing party takes such actions, or threatens to, or questions Dr. Skoler’s ethical or professional judgments as a result of his actions and findings in your case, Dr. Skoler will charge you at his hourly rate for his professional time to respond to such issues, which may include any need to write a “rebuttal report” to an opposing so- called “hired gun” expert witness report.

*Professional Time Spent on Preparing Expert Witness Reports and Declarations of Findings and Opinions*

Often, an expert evaluation or consultation will result in a prepared forensic psychological evaluation expert report, or a declaration or notice of expert witness findings, opinions and anticipated areas of testimony.

In some cases, such expert witness evaluation reports may be as long as 10, 20, 30, 40 pages or more. Further, such expert reports often integrate or synthesize various aspects of the case, such as a review of records and documents, the analysis of any audio or video tapes if available, the psychosocial history, the psycho-legal issues in the case, the results of extensive interviewing and follow up phone calls, psychological testing, and the possible rendering of findings, conclusions and recommendations.

Therefore, a considerable amount of professional effort and time may be spent on the drafting, revising, editing, proofing and finalization of such reports, which may be

planned for possible submission to the court by the attorney for the client. It is therefore important that the retaining attorney and the client understand that to produce such expert reports may take a longer amount of time than is actually spent on the face-to-face interviewing and testing of a client, for example.

*Potential Retainer Amount and Anticipated Professional Charges*

Many psychological evaluation services without court involvement can be completed quickly. However, potential court-involved cases may involve the need for attorney consultation, reviewing extensive records and documents, carefully worded expert reports, a day of testimony, specialized assessment instruments, and associated communications. These services altogether can often take at least 20-40 hours, or 2.5 to 5 days of professional time. Evaluations involving multiple parties such as a custody case, may take additional professional time.

As examples of possible case costs, at the stated hourly rate of \$270 per hour, 10 hours of retained professional time would constitute \$2,700; 20 hours of retained professional time would constitute a \$5,400 initial retainer; 40 hours would constitute a \$10,800 retainer; and 60 hours would constitute a \$16,200 retainer.

An initial retainer amount is estimated below. However, it is anticipated that, based on the possible professional tasks which Mr./Ms. Smith might assign to Dr. Skoler, and the possible course and length of the case, the initial retainer amount may not be sufficient to cover all expert witness services that could conceivably be required or requested. [Again, this retainer is not a “flat-fee” agreement. And, as stated above, unused or unbilled portions of the retainer will be returned.](#)

The retainer amount will be replenished when the retainer funds are expended down to between \$1000 to \$1500, based on mutual estimates by Dr. Skoler and Mr./Ms. Smith of reasonably anticipated further case services. Expert witness services will not further be provided in the case without sufficient previously received retainer funds to bill such services against.

Dr. Skoler will maintain a running spreadsheet log of expert witness services, hours and charges, at 1/10 of an hour increments, which will be made available to Mr./Ms. Smith at appropriate agreed intervals, such as every 4 weeks; upon request; or when the current retainer has been mostly expended and the retainer fund needs to be replenished.

*Good Faith Estimates of Requested Services*

In certain cases, Dr. Skoler may provide a good faith estimate based on a list of possible planned services. Such cost estimates are not legally binding, not intended as a representation of a “flat fee,” and may need to be modified or increased based on case developments or additional requested services. Rather, these estimates are provided simply as an initial good faith estimate, so that attorneys and clients may reasonably plan on the initially anticipated costs of expert witness services.

As an informed consent, the analysis and critique of complex reports by opposing experts is often time-consuming, is aided by an analysis of the evaluation information and raw data on which they relied, and can add both time and cost to evaluation reports.

In this current case, the following services were reasonably or possibly anticipated at the time of the execution of this retainer agreement: [To be changed and tailored to the individual case from the examples provided below:]

- A first phase of case consulting and the review of records, to include attorney consultation, possible interviewing of the client, e-mails, phone calls and possible relevant research on case issues.
- A second phase might include a psychological evaluation of Mr. Doeman and/or the writing of an expert witness consultation report or declaration of findings and opinions, with continued attorney and client consultation and communication. The anticipated topics of such might include \_\_\_\_\_
- A third phase might involve evaluating and critiquing the work of an opposing expert.
- A fourth phase might involve Dr. Skoler being deposed.
- A fifth phase might include trial and testimony preparation, even if Dr. Skoler does not testify.
- A sixth phase, if the case does not settle, might include Dr. Skoler testifying in the matter, with continued attorney and client consultation, including the associated necessary communication, preparation and review of case records and documents.
- A seventh phase might involve subsequent case matters, such as continued consultation, the review of additional documents, the review of prepared transcripts and consulting on other case developments as the case continues.

[Travel clause: In regard to estimating retainer funds, another complication in this case is that it is taking place in \_\_\_\_\_, whereas, Dr. Skoler's primary office location is in Philadelphia, though he is actively licensed in \_\_\_\_\_. Therefore travel and lodging funds would likely be involved for any testimony in \_\_\_\_\_.]

Based on the foregoing factors, set forth above, a good faith estimated initial retainer amount will be set at about \_\_\_\_ hours or, about \_\_\_\_ days, at \$270/hr., for phases \_\_, \_\_, and \_\_, which equals about \$\_\_\_\_\_.

This amount includes the above-cited up to 2 hours for preliminary matters and communications prior to and through the finalizing of this retainer agreement. However, this is not a representation of a flat fee, but simply an estimate of an initial retainer payment for initial case activities. Significant additional requested case tasks, additional documents and materials to review, collateral interviews to conduct, extra testing to conduct, or unexpected case developments could potentially add to evaluation costs.

Further the parties understand that if the case does not settle after completion of an expert report, and trial testimony and preparation were required, additional retainer funds would likely be required, for case phases beyond Phase \_\_\_ and Phase \_\_\_, above.

Regardless, should the case settle, or if expert services are no longer requested, retainer funds will be returned after subtractions for all billed and charged services to the date of such returned funds.

*Protections and Limits of Confidentiality of Records of the Evaluation Subject/Client*

Generally, psychotherapy and psychological evaluations and records are considered private and confidential communications (similar to the doctor-patient privilege of confidentiality). Case communications, consultations, records, test results, and sessions may be considered legally confidential communications, both in regard to the psychologist-client, and possibly regarding the attorney-client and/or attorney work-product privileges, in cases in which Dr. Skoler is consulting with your attorney—until the time you and your attorney may choose to submit Dr. Skoler's findings in a court proceeding. However, there are some exceptions, for example, if the evaluation is Court-Ordered or due to a stipulated agreement for Dr. Skoler to conduct an evaluation.

Psychologists are required, by law, to report for possible investigation reasonably suspected instances of physical, sexual or emotional child neglect and abuse, to then be assessed by investigating authorizes. In some states this mandatory reporting may include the intentional viewing or possessing of child pornography. (State statutes generally exempt from such reporting requirements the reasonable and age-appropriate care, demonstrations of affections, discipline and restraint of children when necessary, that do not reach a level of child abuse.) Some states have expanded these reporting requirements for children and potential crime victims to include the abuse of spouses or the elderly as well. Psychologists may be required by law to take these various types of reporting actions, as "mandatory reporters," whether or not you authorize them to do so.

Psychologists are also required to report situations or take appropriate actions in which they feel a patient or evaluated person is at a significantly increased risk or danger to harm himself or herself, or to harm someone else. It may be alright at times for people to express depressed, hopeless, angry or resentful feelings or thoughts in therapy or evaluation sessions; however, if a client threatens to harm others and/or appears at significantly increased risk of harm to self or others, state law may require appropriate action and notification by the psychologist, if the evaluated person does not agree to a reasonable solution or treatment/intervention plan.

If issues arise implicating your Constitutional rights against self-incrimination, which may occur in the course of a forensic or legally required psychological evaluation, Dr. Skoler will consult with your attorney and experts in psycho-legal ethics regarding your Constitutional rights in the context of a forensic psychological evaluation.

If your psychological records with Dr. Skoler are ever subpoenaed or subject to Court order without your consent or agreement, Dr. Skoler will inform the Court that the records are confidential under state law. Dr. Skoler will consult state law, the state psychology board and/or the American Psychological Association, as well as your attorney, in any case in which you do not wish your records released when there is a subpoena or Court order for your records. When there are such conflicts, Dr. Skoler will be an advocate for the confidentiality of client records, and will only release records when required to do so by state law and by valid court orders, after consultation with experts in psycho-legal ethics and evaluations. Professional time spent in responding to such subpoenas or records requests shall be billed at Dr. Skoler's hourly rate.

These are some of the exceptions to laws that protect the general confidentiality of psychological treatment and evaluation records. Remember, however, that by your attorney submitting a psychological expert report or evaluation on your behalf in a court case, then the associated or supporting records, testing and/or findings on which the expert report is based may be requested by the court or the opposing side as well. Your attorney will be aware of these issues and can advise you about this process.

Dr. Skoler's policy is to require a specific, written and signed informed consent and release of information form containing your authorization to release any information about you, including verbal communication to anyone. You may take back or rescind such permission afterwards, however, Dr. Skoler cannot be held liable for information he released while he had your permission and consent to share such information.

*Signature and Counter-Signatures for Proposed Services Agreement*

Dr. Glen Skoler, a clinical and forensic psychologist, and Mr./Ms. Smith, Esquire, counsel for Mr. Doeman, do hereby agree and contract that Dr. Skoler's services shall be retained based on the foregoing and following agreements, terms and conditions. By signing below, I, Mr./Ms. Robert(a) Smith, Esquire and Mr. Doeman agree to the above proposed terms and principles for Dr. Glen Skoler's expert witness services as a clinical and forensic psychologist, who is licensed in the states of PA, NJ, MD, VA & DC.

We understand that Dr. Skoler, based on his signature below, will contractually accept and commit to the case and begin providing services, 1) upon faxed, e-mail PDF scan or mail receipt by Dr. Skoler of this \_\_\_-page retainer agreement letter, countersigned by Mr./Ms. Smith and Mr. Doeman; and 2) upon receipt and deposit of a check by Dr. Skoler in the amount of \$\_\_\_\_\_. (Payment may also be made through the PayPal system for 2.5% of a nearly 3% service fee or \$25 per \$1000, for a total initial retainer amount of \$\_\_\_\_\_. A PayPal invoice and payment link will be sent via e-mail upon request.)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mr./Ms. Robert(a) Smith, Esquire, Counsel Retaining Dr. Skoler

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Mr. John Doeman (Informed Consent of Client, Mr. John Doeman, for Mr./Ms. Smith to

*Retain Dr. Skoler, for Mr. Doeman to be interviewed and evaluated by Dr. Skoler and for Dr. Skoler to review the relevant case records.)*

*Authorized Releases of Information*

The following is an Authorization for Dr. Skoler to release information to and/or receive information from the following persons (e.g. an attorney, a doctor, a therapist, a treating psychiatrist, a relative, or other persons specified.) (Please specify the name of and your relationship with this person, their phone number or e-mail if available, and whether Dr. Skoler is to receive information from and/or provide information to this person.) (You have the option to sign release of information forms later as well.)

1. (My attorney) \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

*Informed Consent of Mr. Doeman for Dr. Skoler to Receive and/or Provide Information Regarding the Above Persons (Please be sure to also sign the above retainer agreement informed consent on the previous page of this retainer contract, as well as this authorization for release of information to or from specific persons.)*

*Signature of Dr. Glen Skoler, Agreeing to Provide Services by the Above Terms and Conditions*

***Unsigned Draft Template To Be Completed  
and Submitted For Review by Only Dr. Skoler***

Glen Skoler, Ph.D.

Licensed Psychologist (PA, NJ, MD, VA & DC)

PA #PS016752; NJ# 5125; MD #02989; DC #PSY1708; VA #01725