

Physician Consultant Retainer Agreement

This Agreement between _____ (referred to as "Client") and West Virginia University School of Medicine, Department of Behavioral Medicine and Psychiatry, Division of Forensic Psychiatry (referred to as "Consultant") for services performed on behalf of Client, is made subject to the terms and conditions which follow:

1. Client does hereby retain Consultant for the purpose of expert witness testimony and/or expert consultation including review, analysis and appraisal regarding a legal matter. Prior to the commencement of any billable hours, Consultant and Client agree to define the scope and time frame of the work to be performed.
2. Client does hereby agree to supply Consultant with all pertinent documentation and other sources necessary to properly develop conclusions, report(s), if any, or to prepare for any scheduled arbitration or litigation testimony.
3. Client will be charged according to the Fee Schedule (attached) for any document or other source review, interviews, consultation, research, investigation, deposition, testimony, trial attendance, travel time, scheduled time or preparation time under this Agreement. Client is also responsible for any out of pocket costs incurred by Consultant while performing services under this Agreement. Such costs include, but are not limited to, personal vehicle mileage (at Internal Revenue Service specified maximum reimbursement rate) or airfare, food, lodging, taxi or parking charges. Consultant will provide a bill to Client accounting for all hours billed.
4. Client does herewith pay Consultant the amount of \$_____ as an initial retainer to be applied against work performed under this Agreement. The balance of any fees due under this Agreement is due and payable upon presentation or completion of the work. No deposition or testimony will be provided unless fees are current. Any portion of this retainer that is not spent will be refunded upon settlement of the matter.
5. The Agreement is being entered into in the State of West Virginia and shall be construed and enforced in accordance with the laws of the State of West Virginia, irrespective of the place or domicile or residence of the Client. Client agrees that the jurisdiction and venue for any litigation concerning this Agreement shall be in the West Virginia state courts situated in the County of Monongalia. In the event of a controversy arising out of the interpretation, construction, or breach of this Agreement, the parties hereby agree that the prevailing party shall be entitled to recover the prevailing parties' reasonable attorney's fees and cost of suit.

WITNESS the following signatures and seals:

CONSULTANT

By: _____

Date: _____

CLIENT

By: _____

Date: _____