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ENGAGEMENT AGREEMENT FOR PSYCHOLOGICAL EXPERT SERVICES

Service. A forensic psychological service is a psychological evaluation, consultation, or expert witness service that is undertaken for legal purposes. Dr. Davis provides forensic psychological services to a law firm who is the client. The litigant is not Dr. Davis's client. A forensic psychological evaluation typically involves face-to-face interview with the person to be evaluated, psychological testing, collaborative interviews with individuals deemed necessary by Dr. Davis to conduct a thorough and complete evaluation, and review of documents and other evidence. Evaluation sessions, including testing, are arranged by appointment. Dr. Davis may form and provide findings, impressions, opinions, conclusions, and recommendations regarding the legal issue(s) at hand. These services are not intended for the purpose of therapy. Dr. Davis's findings, impressions, opinions, conclusions, and recommendations are based on the evaluation procedure and are independent.

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 or the court.. This policy also recognizes Dr. Davis's use of professional test scoring services, and other professional consultation as deemed advisable by Dr. Davis. Be aware that in certain instances the law requires Dr. Davis 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.

Results. Written reports are not always necessary but may be requested by an attorney or the court. Any results, reports, and copies of records shall only be prepared, written, and provided after the full evaluation is completed. Partial reports will not be provided.

Fees. Fees and disbursements for service shall include, but not be limited to, charges for legal and professional consultations, interviews, evaluation appointments, collateral appointments, testing, test scoring and interpretation, reviewing documents and other evidence, preparing and providing reports, affidavits, and testimony, and assistant time and effort, where applicable.

Dr. Davis's usual and customary fee is $300.00 per hour or portion thereof for all forensic services including but not limited to evaluation, testing, collaborative interviews, attorney consultation, review of records, depositions, affidavits, declarations, and travel time(door to door). Court and deposition testimony is billed in full and half-day increments at the hourly rate of $300.00– that is, $1200 per half-day and $2400 per full-day. The financially responsible party shall be the court of the law firm by whom Dr. Davis is retained.

The responsible party shall pay the fees and disbursements for all time and services provided by Dr. Davis. Dr. Davis will **not** accept payment from the litigant directly. If the litigant fails to attend the evaluation, fails to provide more than 48 hours' 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.

Retainer or Court Order. The feel for the ordered evaluation will not exceed $4000.00 and Dr. Davis shall return any unused remaining portion of the retainer to the payer. In lieu of a retainer in the case of government agencies or by other agreement, a court order or other document guaranteeing payment will be required.

Agreement. All agreements and contracts with Dr. Davis are in writing. Any modification of the terms of this agreement must be in writing and signed by Dr. Davis. Dr. Davis, in agreeing to provide this forensic psychological service, is 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 Dr. Davis shall signify agreement to this Engagement Agreement by signing below.

_____ _____

Daniel L. Davis, Ph.D., ABPP Date

_____ _____

Official Authorized to Enter into Agreement Date