

Revised 3/17

## **Forensic Agreement and Fees**

Although every effort at Transitioning Families and Transitioning Beyond is made to stay out of court (see Office Policies), periodically we have received a subpoena to testify either as a fact or as an expert witness. APA Standard 3.05 of the Ethics Code allows for Psychologists to serve in this capacity once the role is clarified. The fees structure for this service is described herein, is the responsibility of the party issuing the subpoena, and must be paid prior to the testimony. If the Court requests the testimony, it is the responsibility of both parties to share the cost.

The purpose of this Agreement is to specify the service and fees structure for the request of forensic expert testimony between the following:

Expert/Fact Witness: \_\_\_\_\_

Engaged by: \_\_\_\_\_,

Representing: \_\_\_\_\_ in a family law matter.

### **Fees:**

Fees for the Expert's services will be billed at a rate of \$500 per hour for preparation time prior to the hearing, and \$500 per hour for attendance time.

**Preparation time** includes time expended while:

- Reviewing documents
- Preparing written reports and/or declarations
- Corresponding with the Court
- Consulting with Attorneys
- Preparing for trial
- Traveling to and from meetings with Attorneys

**Attendance time** includes:

- All time spent in relation to attending Court hearings (both waiting time and actual testimony time)
- Travel time to and from Court
- Meals and lodging costs

### **Notes:**

- Fees for preparation time will be paid regardless of whether the witness is actually called to testify.
- The expert will provide a detailed account of time spent upon billing the Attorney/Client.

**Retainer:**

- The expert witness requires a retainer amount of \$5000 for preparation time and a pre-payment of \$5000/day if the expert is asked to be present in Court.
- If the retainer is exhausted and additional services are agreed upon by the parties, an additional retainer will be determined based on an estimate of services required.

**Refund:**

- If, upon completion of the expert's forensic services, monies are owed to the client, this amount will be refunded within 15 working days of the date of the final billing.
- If money has been paid in advance for Court attendance and if the trial is continued, settled out of Court, or otherwise delayed, a refund will be provided as follows: 1) The full retainer will be fully refunded, less fees for preparation time, when notice is received at least five (5) working days prior to the trial; 2) Fifty (50) percent of the retainer will be refunded, less fees for preparation time, when notice is received at least two (2) working days prior to the trial; 3) Twenty (20) percent of the retainer, less fees for preparation time, will be refunded if notice is received less than two (2) working days prior to the trial.

**Notes:**

- Any outstanding payment due must be paid within 30 days of the date of the billing. If payment is not made within the specified time frame, the expert witness reserves the right to charge interest at Prime Rate or to authorize the services of a collection agency or an attorney.
- All reasonable costs associated with their collection efforts shall be added to the Attorney/Client's bill.
- All payments to the witness are for provision of expert services as a forensic psychologist expert, and are NOT contingent upon providing particular opinions or upon a particular outcome in the case.

The undersigned understands that any and all information relevant to the case that the expert obtains will be subject to full disclosure.

Further, the undersigned understands that information and records that would be otherwise confidential and/or oral testimony must be provided in the event of a subpoena or a court order demanding it. The undersigned also understands, that in litigation or official proceedings, information and materials in the expert's file about your case and/or testimony may be disclosed

\*\*\*I have read the above and agree to the conditions set forth.\*\*\*

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

Printed name of Attorney: \_\_\_\_\_