

**Retainer and Statement of Understanding
For Forensic Psychological Services
Between
Mr. JURIS PRUDENCE, Esq. of
PRUDENCE, TORT & JUSTICE, LLC
And
Dr. James Davidson**

This Retainer and Statement of Understanding for Forensic Psychological Services concerns a psychological evaluation and expert testimony to be offered by Dr. Davidson in the matter of **JANE DOE** (hereafter referred to as “Litigant”), and the fees to be charged by Dr. Davidson for the psychological examination and testimony-related services.

Service: Mr. **JURIS PRUDENCE**, Esq. of **PRUDENCE, TORT & JUSTICE LLC** (hereafter referred to as “Client”) retains Dr. James Davidson to conduct a forensic psychological examination of our client. The psychological examination may consist of testing, client interview, record review, collateral interviews and/or expert opinion concerning existing evaluation(s) as specified by the Client. The forensic psychological examination is to be conducted in order that Dr. Davidson may formulate an opinion with regard to the **REASON FOR FORENSIC EXAMINATION**. These services are not intended for the purpose of therapy.

It is agreed that the Client will authorize the release to Dr. Davidson of any documents that Dr. Davidson wishes to examine. It is agreed that the Client will obtain a court order authorizing the examination of the Litigant if necessary, and that when required, the examination cannot proceed in the absence of such an order. It is further agreed that the parent/guardian or Court will authorize communication between Dr. Davidson and any individuals who, in Dr. Davidson’s judgment, are likely to have pertinent information bearing upon his evaluation.

Results: Any testimony offered by Dr. Davidson will focus on the results of the evaluation of the Litigant. Dr. Davidson will not opine on matters of professional ethics, standards of care, or law. It is reasonable to anticipate that testimony offered by Dr. Davidson will be helpful; however, the Client recognizes that he is obligated to respond in a forthright manner to all questions posed to him and that, in doing so, information and/or opinions may be expressed that will not be helpful to the Litigant’s position. As Client, I accept responsibility for explaining this to my litigant. No assurance is offered that Dr. Davidson’s testimony will be helpful to our case. 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.

Dr. Davidson offers no assurance that he will be able to formulate an opinion concerning the issue under investigation. If, despite reasonable efforts to obtain the information

needed to complete his examination, the needed information cannot be obtained, Dr. Davidson may, at his discretion, withdraw. In such case, Dr. Davidson will charge for time expended.

Fees: Dr. Davidson will charge for his professional services a rate as set forth in the attached Fee Agreement for Attorneys for Criminal and Civil Cases. Fees for services 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, research materials, preparing and providing reports, affidavits, testimony, depositions, portal-to-portal travel, and assistant time and effort where applicable. Statements for services will be issued on a monthly basis. Payment for the evaluation will be made according to the following schedule: **As services are rendered by assessment against the retainer.**

The financially responsible party shall be the law firm, agency or Court by whom Dr. Davidson is retained. The responsible party shall pay the fees for all time and services provided by Dr. Davidson. Payment will not be accepted directly from the litigant.

This Agreement for Services specifically includes the following attachment: *Fee Agreement for Attorneys for Criminal and Civil Cases.*

Retainer or Court Order: A retainer of **\$0000** is due at least 48 hours before the first consultation or evaluation session with Dr. Davidson and before Dr. Davidson may be identified to opposing counsel or to the Court as having been retained by the law firm. The retainer shall be applied to the final billing statement, and Dr. Davidson shall return any unused remaining portion of the retainer to the payer. In lieu of a retainer, a Court order or other document guaranteeing payment will be required.

The actual final cost of forensic services varies widely depending on the amount of time spent by Dr. Davidson with the parties and attorneys, the amount of information to be read, and the degree of complexity of the matter. Dr. Davidson's fees may substantially exceed the initial retainer in which case additional retainers shall be required. Additional retainers and fees shall be paid promptly when requested by Dr. Davidson.

Confidentiality: The usual laws governing confidentiality between psychologist and patient do not apply to the relationship or information obtained during the course of a forensic evaluation. This evaluation may be considered part of the retaining attorney's work papers as specified by law, and hence confidential until revealed to the Court by the retaining attorney. Once made known to the Court, this forensic evaluation and all of its supporting materials should be considered non-confidential.

Agreement: All agreements and contracts with Dr. Davidson are in writing. Any modification of the terms of this agreement must be in writing and signed by Dr. Davidson. Dr. Davidson, 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.

I am authorized to enter into this agreement on behalf of the Client, and hereby accept the terms of this Statement of Understanding and all attachments.

Signature of Attorney MONTH, DATE, YEAR
/for the Client Date

Printed Name

Agency/Firm/Organization (if applicable)

Address

City State Zip