

FORENSIC PSYCHOLOGY FEE STRUCTURE AND AGREEMENT

I appreciate your decision to retain me as your expert. I have set forth the terms of my engagement in writing to clarify matters and avoid possible misunderstandings in the future.

I. PURPOSE

This agreement memorializes the terms of you retaining me as a forensic expert in psychology. As my Curriculum Vitae reveals, I have extensive experience as a licensed psychologist in the state of Washington. I offer expert testimony as related to my review of your client's relevant clinical information, psychological assessments, or as an independent medical examiner in a variety of cases.

Retaining Party.

The retaining party in this agreement specifically is the attorney, law firm, government agency or private corporation or individual who is retaining the services of Wendi Wachsmuth, Ph.D.

Conditions of Engagement.

The forensic work herein is specifically NOT the practice of psychotherapy; no treatment will be provided, and no doctor-patient relationship shall be created or exist between myself and the individual who is the examinee of any forensic psychological assessment conducted under the provisions of this agreement.

II. SCOPE OF SERVICES

A forensic psychological evaluation uses a variety of techniques for determining and documenting an individual's psychological status. These techniques may include clinical interviews, mental status examinations, psycho-diagnostic testing, review of relevant records, interviews with collateral sources, research, conferences with attorneys or others, and preparation of a written report if requested. Once the evaluation is complete, I may be asked to provide testimony in a deposition or a court.

Access to Records.

I do not have access to the relevant discovery documentation other than through the retaining party; I depend on you to obtain various records and to arrange for the mental examination of your client to occur under clinically acceptable conditions. The retaining party will seek and make available for review all records that reasonably pertain to the questions to addressed.

These sources of information can include, are not limited to the following:

- Complaint or criminal indictment
- Relevant medical, psychiatric, psychological and/or counseling records
- Deposition transcripts of relevant parties (in electronic form where available and physical when necessary)
- Videos and/or transcripts of victim interviews when applicable
- Body camera videos of the alleged offense when applicable
- Other medical, psychiatric or psychological expert reports pertaining to the case
- Employment records
- School and other academic records
- Military records



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- Police, local, state and/or federal incarceration records
- History of criminal charges as maintained in the Judicial Information System, National Crime Information Center and any relevant state-specific and international criminal database
- Complaints and any expert reports and deposition transcripts from any prior, relevant litigation,
- The raw data of psychological testing should be requested from all treating mental health professionals as well as from any expert who has performed a psychological assessment that included psychological testing

Mental Examination.

All arrangements needed to meet with your client or otherwise interview your client will need to be arranged with your assistance. In some instances, a client will refuse to meet or speak with me, and an opinion may be rendered through collateral and document review. If such a review is requested, my fee will remain the same per hour as if I had been able to interview the client.

Release of Records

On the occasion opposing counsel requests access to files relevant to my work for your client; I am ethically required to release these only to the opposing counsel's retained expert witness, if that expert has training in the interpretation of the work product (i.e. testing data, notes taken). Although your client is not my patient, I am ethically required to protect their confidentiality, and request a court-issued subpoena for my records.

III. LOCATION OF SERVICES

In order to secure clearance to enter detention facilities, please allow for the time required for the relevant agency to process requested information from me.

IV. FEE AGREEMENT

Psychological Evaluation.

Forensic assessment, evaluation, and record review are billed at a rate of \$300 per hour.

Deposition and Courtroom Testimony.

For depositions or courtroom testimony, I bill \$350 per hour. In the case a court date or deposition is cancelled, with more than 72 hours' notice, the fee will be waived. If the cancellation is within 72 hours, a fee of \$300 will remain as due.

Travel Time.

All travel to and from court proceedings, depositions and psychological evaluations *greater than 50 miles* is billed at \$100 per hour. In the case an overnight stay is necessary to provide services, you will reimburse my lodging and meal costs equivalent to the current rates in the states in which the services occur. If flight is necessary, my office will make the flight arrangements and you will reimburse me.

Communications.

All communications beyond our initial contact, whether over the phone or in person, are considered billable time and are charged at the rate of \$300 per hour in 15-minute increments.



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Psychological Testing.

If clinically indicated, I may administer, score, and interpret various psychological assessments. This work will be billable at \$300 per hour.

V. CANCELLATION POLICY

Please provide as much time as possible in advance to schedule appointments for forensic psychological services, including interviews, assessments, depositions and/or courtroom testimony. To cancel any appointment scheduled with a defendant, plaintiff, collateral source, attorney or other involved party, please contact me by phone or email.

Cancellation of any forensic appointment must be made 48 hours prior to that appointment.

VI. PAYMENT POLICY

I will provide an estimated total number of hours to completion before I begin work on a case. Thereafter, I will send an invoice on the 1st and 15th of each month until completion of the case, unless there is no work done within the billing period. If at any point the amount of work required is greater than my initial estimate, I will consult with you before moving forward.

Payment is due 30 days from bill receipt.

In the event an invoice is not paid within 30 days, I reserve the right to add an interest charge of 10% per year, compounded monthly, to all overdue amounts. You will be responsible for all charges incurred.

VII. ACKNOWLEDGEMENT AND SIGNATURE

If these terms are acceptable to you, please sign where indicated below and return it to me. If an initial retainer is applicable (i.e., for a private party), please make the check payable to Dr. Wendi Wachsmuth. By signing below, you agree that these terms are acceptable to you and you agree to be bound by them. Please keep an additional copy for your records.

Name of Law Firm/Agency/Solo Practice/Individual (Print)

Signature/Date

Wendi Wachsmuth, Ph.D./Date

