

DAWN M. HUGHES, PH.D., ABPP

CLINICAL AND FORENSIC PSYCHOLOGIST

NEW YORK STATE LICENSED PSYCHOLOGIST
BOARD CERTIFIED IN FORENSIC PSYCHOLOGY

ENGAGEMENT AGREEMENT FOR PSYCHOLOGICAL EXPERT SERVICES

In the matter of _____

Service. A forensic psychological service is a psychological evaluation, consultation, or expert witness service that is undertaken for legal purposes. Dr. Hughes provides forensic psychological services to a law firm who is the client. The litigant is not Dr. Hughes' 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. Hughes to conduct a thorough and complete evaluation, and review of documents and other evidence. Evaluation sessions, including testing, are arranged by appointment. Dr. Hughes 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. Hughes' 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. This policy also recognizes Dr. Hughes' use of professional test scoring services, and other professional consultation as deemed advisable by Dr. Hughes. Be aware that in certain instances the law requires Dr. Hughes 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 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. Dr. Hughes' usual and customary fee is \$500 per hour or portion thereof for all forensic services including but not limited to evaluation appointments, psychological testing and test scoring, collateral interviews, attorney consultation, review of documents/records, preparation of written reports/affidavits/declarations, deposition and testimony preparation, and travel time (door to door).

Court and deposition testimony are billed in full or half-day increments at the hourly rate of \$500 – that is, \$2000 per half-day (9:00 to 1:00) and \$4000 per full-day (9:00 to 5:00). Payment is required at least 72 hours in advance. In the event that a deposition/testimony is

cancelled, or the case settled less than 72 hours in advance, Dr. Hughes will be paid for time allotted for said testimony as Dr. Hughes' schedule is made far in advance. In addition, if opposing counsel calls for my deposition and refuses to pay according to my stated fee structure, the retaining attorney is responsible. Fees for photocopying and other staff-related activities are billed at \$50 per hour. Disbursements, which will also be billed, include actual costs associated with psychological testing, for example, test scoring, as well as travel expenses and other reasonable expenses incurred.

The financially responsible party shall be the law firm by whom Dr. Hughes is retained. The responsible party shall pay the fees and disbursements for all time and services provided by Dr. Hughes. Dr. Hughes will **not** accept payment from the litigant directly. If the litigant fails to attend the scheduled evaluation, fails to provide more than 72 hours notice of cancellation, or fails to cooperate with the evaluation, the financially responsible party shall be responsible for full payment for full time allotted for the evaluation.

Retainer or Court Order. A retainer of \$7000 is due at least 48 hours before the first consultation or evaluation session with Dr. Hughes and before Dr. Hughes may be identified to opposing counsel or to the Court as having been retained by the law firm. The first \$3500 is non-refundable. The remaining retainer shall be applied to the final billing statement, and Dr. Hughes 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. Hughes, the amount of contact with the parties and the attorneys, the amount of information to be read, and the degree of complexity of the matter. Dr. Hughes' fees may substantially exceed the initial retainer and additional retainers shall be required. Additional retainers and fees shall be paid promptly when requested by Dr. Hughes.

Agreement. All agreements and contracts with Dr. Hughes are in writing. Any modification of the terms of this agreement must be in writing and signed by Dr. Hughes. Dr. Hughes, 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. Hughes shall signify agreement to this Engagement Agreement by signing below.

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DATE

ATTORNEY AUTHORIZED TO ENTER INTO AGREEMENT

DATE

October 8, 2020

EFTA00024768