

DAWN M. HUGHES, PH.D., ABPP

CLINICAL AND FORENSIC PSYCHOLOGIST

274 MADISON AVENUE - SUITE 604
NEW YORK, NEW YORK 10016

TELEPHONE (212) 481-7044
FACSIMILE (212) 481-7045
EMAIL HUGHES@DRDAWNHUGHES.COM
WEB WWW.DRDAWNHUGHES.COM

NEW YORK STATE LICENSED PSYCHOLOGIST
BOARD CERTIFIED IN FORENSIC PSYCHOLOGY

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. Hughes provides forensic psychological services to a law firm who is the client. The litigant is not Dr. Hughes'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. 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'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. This policy also recognizes Dr. Hughes's 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 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. Hughes's usual and customary fee is \$350 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 \$400 – that is, \$1600 per half-day and \$3200 per full-day. 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 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. A retainer of \$3500 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 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 and 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'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. 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.

Dawn M. Hughes, Ph.D., ABPP
Clinical and Forensic Psychologist

Date

Attorney Authorized to Enter Into Agreement

Date