

## FORENSIC PSYCHOLOGY RETAINER & FEE AGREEMENT

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Clinical Neuropsychologist – PSY31604

### I. PURPOSE

This agreement memorializes the terms of your retaining me as a forensic expert in Psychology. I set forth the terms of my engagement in writing in order to avoid misunderstandings. I ask that you indicate your agreement by executing your copy of this letter and returning it to me.

### II. SCOPE OF SERVICES

**Scope of Evaluation.** A forensic psychological evaluation consists of utilizing a variety of techniques for determining and then documenting an individuals' psychological status. These techniques 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 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.** Since I do not have access to the court system except through counsel who retains me, please note that I depend on you to obtain various records and to arrange for the mental examination of the plaintiff to occur under clinically acceptable conditions. My effectiveness as an expert witness will depend to a great degree on my having access to these records.

**Mental Examination.** Similarly, I will need your help in arranging for a mental examination of the plaintiff. As you know, if the plaintiff does not agree to such an examination, a motion to the court will be necessary and such a motion must be brought far enough in advance of the discovery cutoff to permit an examination to occur within the discovery period.

Also, sometimes opposing counsel or the court will attempt to place restrictions or conditions on mental examinations, such as time limits, limits on topics of inquiry, or requiring the presence of outsiders. Please do not agree to any such restrictions or conditions, or fail to oppose them in court, without consulting with me, as such restrictions or conditions can significantly impair my effectiveness as an examiner.

### III. FEE AGREEMENT

**Psychological Evaluation.** All forensic psychological services are billed at a rate in accordance with my fee schedule. Charges are calculated in 15 minute increments.

**Travel Time.** All travel to and from court proceedings, depositions and psychological evaluations are billed at \$50 per hour. Where I am required to travel over 200 miles for any court proceeding, deposition or evaluation, whether it be in state or out of state, you shall cover the costs of my accommodations and make hotel arrangements in advanced.

**Out of pocket expenses.** I also bill for out of pocket expenses, such as copying, conference room rental, telephone calls, overnight delivery, courier services and other administrative tasks. Copies will be charged at \$0.10 per page. All administrative tasks will be charged at the out of pocket cost.

### IV. CANCELLATION POLICY

Because my practice consists primarily of providing of outpatient psychotherapy services, please provide as much time as possible in advance to schedule appointments for providing forensic psychology services, including depositions and/or courtroom testimony.

Since a half day is set aside for a mental examination, late cancellations are highly disruptive to my schedule and to my other patients. If an appointment is canceled within 72 hours of the scheduled appointment time for any reason, including settlement, there is a \$1000 cancellation fee.

Because of the greater time commitment involved in being available for deposition or courtroom testimony, the half-day charge of \$2,000 will be assessed if such service is canceled or continued with less than 72 hours' notice. My cancellation policy must be disclosed in your expert designation, so the opposing party has notice.

### V. PAYMENT POLICY

**Billing Frequency.** After I am retained, I will send you monthly invoices, which I will expect to be paid within 30 days of receipt. My relationship is with you, and/or your law firm, and not with the client you represent or the insurance company that has retained you.

**Advanced Payment.** Because of the potential for cross examination on the grounds of bias, I require that all of my invoices be paid in full prior to my giving testimony at any hearing, trial or arbitration. In the event of nonpayment of my invoices, you agree that I may withdraw my services regardless of whether or not I have been formally designated as an expert.

**VI. ACKNOWLEDGMENT AND SIGNATURE**

If these terms are acceptable to you, please sign where indicated below on the enclosed copy of this letter and return it to me.

By signing below, you agree that these terms are acceptable to you and you agree to be bound by them. Thank you for your confidence. I look forward to working with you on this matter.

LAW FIRM/SOLO PRACTICE

\_\_\_\_\_  
Name of Law Firm/Solo Practice (Print)

BY

\_\_\_\_\_  
Authorized Attorney Signatory (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nina Nehring, Psy.D.  
Clinical Neuropsychologist  
PSY 31604

\_\_\_\_\_  
Date