



Endeavor Psychology & Consulting

Krista Bacon, Psy.D.
Licensed Clinical Psychologist

RETAINER AGREEMENT FOR FORENSIC PSYCHOLOGICAL SERVICES

This document is a written fee contract between Krista Bacon, Psy.D. and attorney _____ with regard to _____. I, Dr. Bacon, will provide psychological services based on the terms set forth below.

SCOPE OF PSYCHOLOGICAL SERVICES. You are hiring me as (check one or both)
 (1) an evaluating psychologist, **(2) a consulting psychologist and expert witness.**

As an **evaluating psychologist**, I shall conduct a forensic mental health evaluation, including interviews, psychological testing, collateral interviews, record and literature review, and observations. I will take reasonable steps to keep you informed of my progress and to respond to your inquiries. I shall submit a formal written evaluation if you so request. I shall be prepared and available as an expert witness to answer subpoenas, attend depositions, and make court appearances with reasonable notification. Testimony will not be offered if Dr. Bacon and the retaining attorney are unable to agree concerning the content of the testimony to be offered.

As a **consulting psychologist**, I shall review records, review literature, critique opposing evaluations, provide referrals, help with psychological strategies, or perform other psycho-legal functions as mutually determined. I shall be prepared and available as an expert witness to provide declarations, attend depositions, and make court appearances with reasonable notification. Testimony will not be offered if Dr. Bacon and the retaining attorney are unable to agree concerning the content of testimony to be offered.

DESCRIPTION OF PRACTICE

I am a practicing licensed clinical psychologist with specialized training in Forensic Psychology. A copy of my CV is available upon request.

I provide Clinical and Forensic Psychological services for adolescents and adults, which includes but is not limited to forensic psychological evaluations for personal injury cases, mitigation cases, pre-employment screening, and service needs/treatment recommendations. I also provide attorney consultations.

Phone: (360) 777 – 6915
Email: drbacon@endeavor-psych.com
www.endeavor-psych.com

EDUCATION AND EXPERIENCE

I received my Psy.D. in Clinical Psychology from Pacific University with a specialization in Forensic Psychology, followed by postdoctoral fellowships in forensic private practice, organizational consultation, and behavioral health consultation.

FEES, PAYMENT AND PROCEDURES

1. My fee is \$300 per hour for all forensic services and includes, but is not limited to, client contacts, evaluatee and collateral interviews, record review, telephone calls, literature searches, declarations, and reports. I prorate time to the next highest five minutes.
2. My fee for court appearances and depositions is \$400 per hour. Cancellations made 7 days in advance of testimony incur no fee. Cancellations made within 72 hours incur a 4-hour fee. Cancellations made between day 3 and 7 incur a 2-hour fee. Evaluation appointment times are reserved, and a minimum of 24-hour notice if there is a need to cancel an appointment. Evaluation appointments missed or canceled without sufficient notice will be billed a 2-hour fee. Please leave messages regarding a need to change appointments at (360) 777-6915.
3. Travel time is billed at the rate of \$150/hour. Travel time is only billed for cases outside Clark County.
4. The rates identified above are subject to change in circumstances where 12 months passes between the time the fee agreement was executed and the date of the evaluation. In such circumstances, I will provide an updated fee agreement for the calendar year in which the evaluatee is seen.
5. In rare circumstances, I use the services of various consultants and experts including psychiatrists and neuropsychologists. These services and the fees will not be incurred without your prior approval. Information relevant to the case will be shared with these associates, with the understanding that they will exercise appropriate professional standards regarding confidentiality.
6. Weekend and evening (rush) assignments outside of typical operating hours are billed at \$350/hour – but such charges will not be applied without your prior approval. Incidental costs, in excess of those normally and routinely encountered in forensic psychological work, will be billed without any surcharge to the financially responsible party. Examples include journal articles purchased expressly for your case and travel costs.
7. I will consider myself retained in your matter only when a signed agreement is finalized. Once retained, an initial retainer is expected (except in cases of public institutions) and 8 hours will be reserved in my schedule for evaluation. Accordingly, should you retain me as an expert and no longer need my services, a 4-hour fee is incurred. The remainder of your retainer less the 4-hour fee will be returned when I am notified that the case has resolved and a request is made for a return of retainer.
8. Relevant discovery deadlines and trial schedules, when available, should be provided along with this retainer agreement. Should a continuance be granted, you must notify this expert regarding relevant changes.
9. Payment arrangements are often tailored to the particular needs of the retaining party. For example, it is appreciated that public institutions cannot make payment until services have been provided. Accordingly, no retainer is expected in these cases. Regardless, this fee agreement should

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be returned with the name of DOB of the individual being evaluated. No signature is expected when a contract will be sent in lieu of this agreement.

10. When retained by a private attorney's office, the financially responsible party is the attorney, and not the evaluatee. While some firms arrange for individuals to pay experts directly, in all cases, the attorney is the financially responsible party and will be invoiced as such.

11. In cases of joint retention between multiple law offices, one party should be identified as the preferred billing party. Should a public retaining entity settle a case, remaining co-counsel must immediately notify this expert and provide a retainer within 5 business days.

12. An initial retainer of \$2500 should accompany this Letter of Agreement in a single plaintiff case. A \$4000 retainer is required for two plaintiff cases. My office has the ability to make electronic transactions by debit and credit cards. Should you choose to pay by credit card, you are additionally responsible for the service fee. Exceptions are described in item 10, above.

13. Scheduling should be completed at the time the contract or fee agreement is signed.

14. All balances are to be paid within 30 calendar days of receipt of invoice. Balances that are unpaid beyond this time may accrue interest of 3% monthly.

INSURANCE

Please note that insurance policies do not cover forensic examinations and I do not accept any form of insurance for clinical consultations.

EMERGENCIES AND COVERAGE

In the type of psychological service to be undertaken, I have not established the typical doctor-patient relationship. Should an examinee experience a crisis or emergency, they are referred to their mental health or medical provider. I am not a clinical treating provider. Accordingly, should an evaluatee express suicidality during an evaluation, the local mental health crisis line will be contacted. Because of the destabilizing nature of forensic psychological evaluations, this evaluator may choose not to continue with an assessment if doing so is not in the best interest of an evaluatee. In the case this occurs during an IME, this evaluator will not continue with the assessment and will communicate to all parties the need to stabilize the plaintiff before continuing.

CONFIDENTIALITY

Forensic evaluations are typically conducted for the purpose of generating a report that may be sent to one or more parties. Thus, the nature of confidentiality in a forensic psychological evaluation is considerably different from the confidentiality provided by a treating or clinical psychologist. Notifications regarding this issue, including the likely recipients of the finished report, will be provided to all examinees prior to the initiation of any examination.

I am a licensed psychologist. Like all psychologists, certain circumstances will require me to intervene for the safety of the examinee and/or others. In particular, if the examinee is a danger to

themselves or others, if there is abuse of a child, developmentally disabled person, or vulnerable adult, I may be required to warn the person(s) in danger, and/or contact appropriate authorities.

AGREEMENT

Should you not feel comfortable with any of the terms above, please do not hesitate to contact me to discuss any of your concerns or the special circumstances of the assignment. My date of engagement in any matter is considered the date on which I was first contacted. Either party may terminate the expert-client relationship upon written notice (including email).

Your signature below indicates that you have read this document, that you have understood its contents, that you agree to these terms, and accept responsibility for payment of fees. Please sign and date and return to me. You may also wish to keep a copy for your files.

Name of Person 1 being evaluated	Date of Birth (DOB)
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Name of Person 2 being evaluated (if applicable)	Date of Birth (DOB)
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Name of Retaining Counsel

Signature of Retaining Counsel	Date
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Krista Bacon, Psy.D.	Date
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