Arizona Forensic Services, LLC

Paul Simpson, Ed.D., Arizona Licensed Psychologist
Specializing in Criminal Forensics
Listed in the National Register of Psychologists

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FORENSIC PSYCHOLOGY RETAINER AND FEE AGREEMENT

I appreciate your decision to retain me as your expert. I set forth the terms of my engagement in writing in order to clarify matters and avoid possible misunderstandings in the future. I ask that you indicate your agreement by executing your copy of this letter and returning a signed copy to me, along with your check for the initial retainer fee.

I. PURPOSE

This agreement memorializes the terms of your retaining me as a forensic expert in Psychology. As my Curriculum Vitae reveals, I have extensive experience serving as a forensic evaluator in a variety of legal proceedings including general psychological, competency, psychosexual, violence risk, state-of-mind ("mens rea"), memory, and reviews of forensic child interviews. I can offer expert testimony as a teaching expert ("cold") or specifically as relates to my review of your client's psychological assessment or specifics of their legal case.

Retaining Party. The retaining party in this agreement specifically is the attorney, law firm, government agency or private corporation who is retaining the services of Arizona Forensic Services, LLC (herein after called "the Company"), including services provided by Dr. Paul Simpson and/or administrative staff working for the Company. The retaining party is specifically neither the plaintiff nor defendant in a criminal matter.

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

II. SCOPE OF SERVICES

Scope of Evaluation. A forensic psychological evaluation consists of utilizing a variety of techniques for determining and then 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 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, 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 attorney will seek and make available for review by Dr. Simpson and/or the other forensic team working for the Company, all records that reasonably pertain to the questions that Dr. Simpson is being asked to address, as well as any additional records requested for review. These shall generally include, but not be limited to the following:

- Complaint or criminal indictment
- All prior and current medical, psychiatric, psychological and/or counseling records
- Deposition transcripts of relevant parties (in electronic form where available plus "hard" copies of all deposition transcript exhibits)

- Videos and/or transcripts of victim interviews when applicable
- Other medical, psychiatric or psychological expert reports pertaining to the defendant
- Defendant's employment records
- School and other academic records
- Military records
- Police, local, state and/or federal incarceration records
- "Rap sheets"
- Complaints and possibly expert reports and deposition transcripts from prior, relevant litigation, if any
- Finally, the "raw data" of psychological testing (not just a psychological assessment report from a treater or from opposing counsel's expert) 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. 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, the court, or the jail will attempt to place restrictions or conditions on mental examinations, such as time limits, limits on topics of inquiry, denying a contact visitation room, 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. LOCATION OF SERVICES

Except where special arrangements have been made, all forensic psychology services will be provided at my office at 2292 W. Magee Rd., Suite 220, Tucson, AZ 85742. I respectfully request that depositions also be scheduled at my office at a time mutually convenient for both parties. If the evaluation requires me to go to a jail or prison, I will sometimes need a "sponsorship letter" from your office in order to be admitted into the facility.

IV. RETAINER for PRIVATE PAY

For private-pay assessments, I require an initial retainer that varies according to the task-at-hand. I understand that some government agencies are not able to provide a retainer. In this case a funding authorization letter is required before work can begin.

V. FEE AGREEMENT

Psychological Evaluation. All forensic psychological services, with the exception of testimony, are billed at a rate of $300 per hour. Please see the Fee Schedule attached to this document for a specific breakout of fees.

Deposition and Courtroom Testimony. For depositions or courtroom testimony, I bill a half-day at $1,500 and a full day at $3,000. Deposition or testimony beyond 4 hours is billed as a full day. Once I make a firm commitment to a court appearance, the billing is in place regardless of whether the court date occurs, is postponed, or canceled. Any payment received from opposing counsel shall be credited toward your bill. You remain responsible to pay the difference between opposing party's payment and any remainder.

Travel Time. All travel to and from court proceedings, depositions and psychological evaluations is billed at $150 per hour. Charges are calculated in half-hour increments. Where I am required to travel over 100 miles for any court proceeding, deposition or evaluation, whether it be in-state or

out-of-state, you will need to cover the costs of my accommodations and make hotel arrangements in advance. If flight is necessary, my office will make the flight arrangements and your office will need to reimburse me.

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 plus a 10% administrative surcharge.

Communications. All communications whether over the phone or in person are considered billable time and are charged at the rate of $300 per hour in half-hour increments.

Expert Opinion. Please be advised I will render an opinion based upon evidence, science, logic and clinical judgment. Thus, after evaluation of all the facts, it may be that the opinion offered is unfavorable to one or more claims or defenses that you and your client espouse.

VI. CANCELLATION POLICY

Please provide as much advance notice as possible when scheduling appointments for forensic psychology services, including depositions and/or courtroom testimony.

Late cancellations are highly disruptive to my other commitments. If an evaluation is cancelled within three business days (72 hours) of the scheduled appointment time for any reason, including settlement, there is an $1,500 cancellation fee. This also applies if your client fails to show for their scheduled appointment.

VII. PAYMENT POLICY

Billing Frequency. After I am retained, I will send you monthly invoices, which I expect will be paid within 30 days of 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. My relationship is with you, and/or your law firm; 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.

Where my courtroom testimony has been scheduled, payment for such testimony must be paid three days (72 hours) in advanced and is non-refundable. You are required to estimate the amount of time required to take my court-room testimony and calculate my fee based on that estimate. If the testimony exceeds the estimated time, you are required to pay me for the additional time as soon as possible, but no later than five calendar days after the testimony is given.

Bookkeeper. For all inquiries about invoicing and payments, contact information for my office manager, Marlene Moldenhauer, is: m2counts@gmail.com.

VIII. VENUE AND ATTORNEY'S FEES

It is also agreed that in the event I must initiate legal action to recover unpaid fees and expenses, the venue for such action shall be the courts of Pima County, Arizona and that the prevailing party in such litigation shall also recover costs of litigation and reasonable attorney's fees.

IX. ACKNOWLEDGEMENT 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. If an initial retainer is applicable (i.e., for a private attorney), please make the check payable to "*Arizona Forensic Services, LLC*." 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. Please fax or scan this signed document to (520) 355-2000 or doc@arizonaforensic.com and keep an additional copy for your records.

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

_____
Authorized Attorney Signatory (Print)

_____ _____
Signature Date

_____ _____
Paul Simpson, Ed.D. Date

FEE SCHEDULE

Psychological evaluation

For evaluations, I normally charge a flat fee rather than an hourly rate so the retaining party knows the cost upfront. The flat fee includes interviewing, up to 2-hours record review (including video interviews), general psychological testing, report writing, and basic consultation with the attorney. "General psychological testing" is included in the flat rate. Special testing for IQ or memory are billed in addition to the flat fee. The flat fee does not include testimony. If an hourly billing is required by your office, my staff can provide a breakdown by hours. However, an hourly rate is typically more expensive then my flat rate bill as actual time is tracked and charged at $300per hour.

I provide psychological evaluations specific to a defendant's situation – general psychological, competency, mens rea, psychosexual, or risk assessment. I typically perform psychological evaluations in three stages.

- **Stage One** is a review of the file and initial interview with the defendant (approximately 4 hours). At the end of Stage One I contact the attorney and share my initial impressions. This allows the attorney to decide whether to proceed.
- **Stage Two** involves in-depth history and testing that is determined to be appropriate (approximately 4 - 8 hours). At the end of Stage Two no report has yet been generated and the attorney is again given the option to cancel any further evaluation.
- **Stage Three** includes final interviews, testing, and writing the report (approximately 8-10 hours).

Normally a flat fee billing for a completed evaluation (all three stages combined for a total of 16+ hours) is $3,000 - $3,600 in Tucson plus any travel outside of Tucson. If the attorney decides against completing the evaluation, a reduced prorated amount is charged.

Consultation

Consultation with an attorney might include general advice, document/DVD review, topic-research, or trial consultation. My time is billed at $300 an hour. This is typically included in the charge for a psychological evaluation. I only bill for consultation when it's clear that the consultation is separate from an evaluation.

If a written critique/review is requested, I charge $150 per page for the final document (basically a written page is ½ hour of service). I do not charge for appendices in a document.

Expert Testimony

- Preparation for expert testimony might include research or record review. One-to-four hours is billed a half-day rate of $1,500. Four-to-eight hours is billed at a full-day rate of $3,000.
- Travel within the State of Arizona is billed at $150 an hour. Travel outside of Arizona is billed at $3,000 a day. If travel is longer than 18 hours, a second day of travel is billed at $3,000.
- If I commit my calendar to a deposition or court appearance, it precludes my availability to provide forensic services in other cases. Therefore, cancelations/rescheduling with less that 3 days' notice are billed a minimum of one-half day ($1,500) for the reserved time.

Fee Schedule for Dr. Simpson's Forensic Services

Consultation / pretrial prep by the hour (outside of a psychological evaluation)	$ 300
Deposition or testimony for half-day (1-4 hours)	$1,500
Deposition or testimony for full-day (4-8 hours)	$3,000
Travel by the hour (inside Arizona)	$ 150
Travel by the day (outside Arizona)	$3,000
Full-day on-site consultation / pretrial prep	$3,000
General psychological, mens rea, competency, violence risk - in ***Tucson***	$3,000
General psych, mens rea, competency, violence risk - in ***Phoenix*** (travel included)	$3,600
Psychosexual Assessment in ***Tucson***	$3,600