



Dumas Psychology Collective

129 Main St., Suite 407, Beckley, WV 25801

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www.dumaspsychologycollective.com

Because mental health matters and everyone deserves quality services

EXPERT WITNESS RETAINER & FEE AGREEMENT

PURPOSE

This agreement memorializes the terms of you retaining Dr. Kristi Williams Dumas as a forensic expert in Psychology. As her curriculum vitae reveals, Dr. Dumas has extensive experience serving as an expert witness in a variety of legal proceedings to include the areas of family, adult, juvenile, civil, and criminal law. She has performed psychological evaluations and trains judges and attorneys on the most efficient use of forensic psychological evaluations.

Dumas Psychology Collective sets forth the terms of engagement in writing as to avoid misunderstandings. We request that you indicate your agreement by executing your copy of this retainer and return it to our office, along with your monies for the initial retainer fee.

SCOPE OF SERVICES

As a consulting psychologist, Dr. Dumas will review records, review literature, critique opposing evaluations, provide referrals, assist with psychological strategies, or perform other psycho-legal functions as mutually determined. Dr. Dumas shall be prepared and available as an expert witness to provide declarations, attend depositions, and make court appearances with reasonable notification.

When she serves in this capacity, you understand that if a child or elder discloses physical/sexual/emotional abuse or threatens to harm themselves or another person, Dr. Dumas may be required by law to communicate this information to protective agencies. You understand that even though you have retained her in a legal context, attorney-client privilege does not extend to Dr. Dumas and does not nullify her duty to warn in such circumstances.

LOCATION OF SERVICES

Except where special arrangements have been made, all forensic psychology services will be provided at Dumas Psychology Collective office located at 129 Main St., Suite 407, Beckley WV, 25801.

RETAINER

Dr. Dumas requires an initial retainer in the amount of \$4,000. One half of this amount (\$2000) is non-refundable but may be applied toward record review, consultation, clinical interview, or late cancellation of an appointment. Any portion of the retainer exceeding \$2000 that is not used during the duration of services will be refunded.

FEE AGREEMENT

As set forth in the Forensic Specialty Guidelines of the American Psychological Association, no contingency fees will be accrued and payment for services will always be expected prior to the services being rendered, in the form of a retainer paid by the attorney. Our rates will be deducted from your retainer according to the time devoted to your case. Half of the retainer amount is non-refundable, and we do not accept insurance.

All forensic psychological services are billed at a rate of \$325 per hour, except deposition and courtroom testimony. Charges are calculated in 15 minute increments. Deposition and courtroom testimony are billed at \$425 per hour with a two hour minimum retainer required. Please see the cancellation policy for specifics regarding deposition and testimony.

Travel time. If the hearing is not in Raleigh County, WV, travel time is billed at \$325 per hour at \$0.675 per mile or the highest amount allowable by the IRS. All travel time is billed separately. Where Dr. Dumas is required to travel over 200 miles for any court proceeding, deposition, or evaluation, whether it be in state or out of state, the retaining party shall cover the costs of accommodations and make appropriate hotel arrangements in advance.

Out of Pocket Expenses. Dr. Dumas bills 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 \$325 per hour in 15 minute increments.

CANCELLATION POLICY

Please provide as much time as possible in advance to schedule appointments for providing forensic psychology services, including depositions and/or courtroom testimony.

Late cancellations are highly disruptive to Dr. Dumas' schedule and to her other clients she sees in her practice. If an appointment, to include testimony or deposition, is cancelled within 72 hours of the scheduled appointment time for any reason, including settlement, there is a \$1,000 cancellation fee.

Dr. Dumas' cancellation policy must be disclosed in your expert designation, so the opposing party has notice.

PAYMENT POLICY

Billing Frequency. After Dr. Dumas is retained, her office (Dumas Psychology Collective) will send you monthly invoices, which are expected to be paid within 30 days of receipt. In the event

