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## FORENSIC PSYCHOLOGY RETAINER AND FEE AGREEMENT

I appreciate your decision to retain me as your expert. I have set forth the terms of my engagement in writing 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 a check for the initial retainer fee.

### I. PURPOSE

This agreement memorializes the terms of you retaining me as a forensic expert in psychology. As my Curriculum Vitae reveals, I have extensive experience as a licensed psychologist in the state of California. I offer expert testimony as relates to my review of your client's file, psychological assessments, or as a "cold" expert (no file review).

**Retaining Party.** The retaining party in this agreement specifically is the attorney, law firm, government agency or private corporation or individual who is retaining the services of Shannae Anderson, Ph.D.

**Conditions of Engagement.** The forensic work herein is specifically NOT the practice of psychotherapy; no treatment will be provided, and no doctor-patient relationship shall be created or exist between Dr. Anderson 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 individuals' 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, please note that 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. Anderson, all records that reasonably pertain to the questions that Dr. Anderson 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 current and prior 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
- Body camera videos of the alleged offense 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 any expert reports and deposition transcripts from any prior, relevant litigation,
- 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 325 E Hillcrest Drive Suite 207, Thousand Oaks, CA 91360. If the evaluation requires me to go to a jail, I will sometimes need a “sponsorship letter” from your office to be admitted into the facility.

### IV. RETAINER FOR PRIVATE PAY

For private-pay assessments, I require an initial retainer in the amount of \$8,000. If the retaining attorney determines a final written report is not needed/desirable, then any portion of the retainer that is not used during the duration of my services will be refunded. 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 are billed at a rate of \$400 per hour. Please see the Fee Schedule attached to this document for a specific break down of fees.

**Deposition and Courtroom Testimony.** For depositions or courtroom testimony, I bill \$400 per hour with a three-hour minimum of \$1,200. 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 towards 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 \$200 per hour, with a minimum of one hour each way. 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 shall cover the costs of my accommodations and make hotel arrangements in advanced. If flight is necessary, my office will make the flight arrangements and you will need to reimburse me.

**Communications.** All communications whether over the phone or in person are considered billable time and are charged at the rate of \$400 per hour in 15-minute increments.

**Psychological Testing.** If clinically indicated, Dr. Anderson may refer to and utilize a qualified psychometrist to administer and interpret psychological tests as a supplement to her evaluation at your cost or your client’s.

**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 time as possible in advance to schedule appointments for forensic psychological services, including forensic interviews, assessments, depositions and/or courtroom testimony. To cancel any appointment scheduled with a defendant, plaintiff, collateral source, attorney or other involved party, please contact my office directly at (805) 402-1583. Cancellation of any forensic appointment must be made 48 hours prior to that appointment. Since alternative bookings are unlikely at such short notice, a charge of \$1,200 is applied for all forensic appointment “no show” or cancellations occurring with insufficient notice. This represents the minimal amount of time reserved for you or your client for this service.

## VII. PAYMENT POLICY

**Retainer.** Following an initial consultation by phone, a retainer of 20 hours (\$8,000) is customarily, submitted along with the fee agreement from this office. Evaluations and/or consultation that may not yet require this block of time will be afforded a reduced retainer fee of 10 hours (\$4,000). All retainer payments must be submitted, along with the fee agreement to begin work on a case. Upon exhaustion of the fee agreement, monthly invoices will be sent to retaining party and are due upon receipt. Failure to complete payment each month will result in the cessation of work and/or cancellation of any scheduled appointments, pending account payment. Unused retainer balances are returned as credit. All tax preparation must reflect the actual fees paid, if a credit balance has been refunded.

**Billing Frequency.** After I am retained, I will send you monthly invoices, which I will expect to 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.

**Advanced Payment.** Because of the potential for cross examination on the grounds of bias, I require that 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 not more than five calendar days after the testimony is given.

VIII. 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 party), please make the check payable to Dr. Shannae Anderson. 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 and email this signed document to (805) 496-3146 or [Shannae@DrShannae.com](mailto:Shannae@DrShannae.com) and keep an additional copy for your records.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shannae Anderson, Ph.D.

\_\_\_\_\_  
Date

## FEE SCHEDULE

In addition to the fee schedule listed below, Dr. Shannae Anderson will consider accepting other fee agreements that may be required or customary for a particular agency, law firm or a specific court. This work will be accepted on a case-by-case basis and will require a contractual agreement between the parties.

### EVALUATION FEES

Forensic Record/File Review	\$400 per hour
Forensic Psychological Testing	\$400 per hour
Forensic Clinical Interview	\$400 per hour
Forensic Report Writing	\$400 per hour
Attorney Consultation	\$400 per hour

### COURT TESTIMONY FEES

Testimony Time	\$400 per hour (minimum 3 hours)
Deposition Time	\$400 per hour (minimum 3 hours)

### TRAVEL FEES

Road Travel	\$200 per hour (minimum 1 hour each way)
Air Travel	\$500 up to 5 hours \$1000 up to 10 hours

### DISCLAIMER

*It is critical that it is understood that regardless of the source of fees or referral for all evaluations, Dr. Shannae Anderson operates as an independent evaluator and consultant. Conclusions will be offered in an unbiased, ethical and professional manner utilizing a best practices approach. As a consequence, the conclusions and recommendations that result, may not always support the outcome which was anticipated or desired by counsel. You are welcome to discuss the findings of any evaluation in order to determine how you wish to incorporate these services and the conclusions which were drawn in your case.*