



Psychotherapist & Expert Consultant

I. PURPOSE

This agreement memorializes the terms of you retaining me as a forensic expert witness. As my Curriculum Vitae reveals, I have extensive experience in a number of specialty areas and also as an expert where I have consulted, testified, and even written policies and legislation on matters that are now national models. Additionally, I am recognized and have even been officially endorsed as of November 11, 2022 by Robert D. Enright, Ph.D. and the International Forgiveness Institute as “the best Forgiveness Therapy clinician in the country” for my work in treating and healing trauma, including complex trauma, as well as “the most qualified to train other clinicians” based on my experience.

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, along with your check for the initial retainer fee.

II. SCOPE OF SERVICES

Scope of Evaluation. A forensic evaluation consists of variety techniques for determining and then documenting an individuals’ status. These techniques include clinical interviews, mental status examinations, psycho-social 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. I will furnish you separately with a list of records that I will need for you to obtain from the plaintiff or from third parties via subpoena. My effectiveness as an expert witness will depend to a great degree on my having access to these records.

Clinical Examination. Similarly, in the event that a mental, vocational, or psycho-social examination is determined to be necessary for me to complete my evaluation, I will need your help in arranging for the 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 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 as well as the performance of the examinee.

III. LOCATION OF SERVICES

Except where special arrangements have been made, all forensic expert services will be provided within Flagstaff, Arizona, most of which may occur via the use of technology from my office. I respectfully ask that all depositions also be scheduled in that same fashion at a time mutually convenient for both parties to save time and fees that I must charge.

IV. RETAINER

I require an initial retainer in the amount of \$3500. One half of this amount (\$1,750) is non-refundable but may be applied toward record review, consultation, clinical interview or late cancellation of an evaluation. Any portion of the retainer exceeding \$1,750 that is not used during my services will be refunded. A separate retainer may be required for depositions and court testimony with a half-day minimum charge of \$1,400, which includes a half-day of preparation, but does not include time and travel.

V. FEE AGREEMENT

Forensic evaluation. All forensic services, with the exception of testimony are billed at a rate of \$175 per hour due to most of my time spent on forensic work being performed after 6:00pm (Arizona time). In the event that the time I spend is performed during my normal business hours and does not require any travel, with the exception of testimony, forensic services will be billed at a rate of \$150 per hour. Charges are billed in 15 minute increments with rounding to the nearest \$5.

Deposition and Courtroom Testimony. For depositions or courtroom testimony, I bill \$1,400 per day with a half-day minimum of \$700. The half-day rate shall be charged for any deposition or courtroom testimony running from zero to four hours. The full day rate shall be charged for any deposition or courtroom testimony running from four to eight hours. Travel time and travel expenses are extra.

Any payment received from opposing counsel, shall be credited towards either my minimum half-day rate or my full day rate, depending on the length of the deposition. You remain responsible to pay the difference between opposing party's payment and either the half-day rate of \$700, where the deposition runs less than four hours, or the full-day rate of \$1,400, where the deposition exceeds four hours and lasts up to eight hours.

Travel Time. All travel time to and from Court proceedings, depositions, clinical evaluations or consultations are billed at \$175 per hour and travel expenses. Mileage is calculated by the highest amount allowable by the IRS. Where I am required to travel over 200 miles for any Court proceedings, deposition, evaluation/consultation, whether it may be in state or out of state, you shall cover the costs of any airfare, accommodations and make flight and hotel arrangements in advance.

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, email, text, or in person are considered billable time and are charged at a rate of \$175 per hour in 15 minute increments with rounding to the nearest \$5. I will only reduce this rate if I am at my office during regular business hours, as described above.

VI. CANCELLATION POLICY

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

Since a half day is set aside for a clinical evaluation, late cancellations are highly disruptive to my schedule and to my other clients. If an appointment is cancelled within 72 hours of the scheduled appointment time for any reason, including settlement, there is a \$700 cancellation fee.

Because of the greater time commitment involved in being available for deposition or courtroom testimony, the half-day charge of \$700 will be assessed if such service is cancelled or continued with less than 72 hours' notice. My cancellation policy must be disclosed in your expert designation so the opposing party has notice.

VII. 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. 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, 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.

Where my courtroom testimony has been scheduled, payment for such testimony must be paid 72 hours in advanced and is non-refundable. You are required to estimate the amount of time required to take my courtroom 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. 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 Coconino County, Arizona and that the prevailing party in

such litigation shall also recover costs of litigation, reasonable attorney's fees, expert fees, and other costs.

IX. 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 with the initial retainer of \$3,500, payable to "Gianna Elms, LCSW".

By signing below, you agree that these terms are acceptable to you and you agree to be bound by these terms. 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

GIANNA ELMS, LCSW, CRC, ADAC, CFSW, CCTP-II, CCDVC, ASDCS

Signature

Date