



Dr. Susannah Smith

www.creativeteamconsulting.com

- Clinical Psychologist, Mediation, Parenting Evaluations & Plans
- Business & Systems Consulting; Mergers; Culture; Handbooks
- Corporate Training, Executive Coaching, Equine Therapy/Learning

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Licensed in Colorado, California, Mississippi, Louisiana, and Texas

Retainer Agreement for Forensic Services Work Product Review

This is an agreement between _____ and _____ to retain Dr. Susannah Smith to conduct a work product review of a Child and Family Investigation (CFI) report conducted regarding the following case: (court, case #, Respondent and Defendant).

The client/attorney have initially requested that Dr. Smith read the current CFI report, review their problems with what they believe are errors, omissions, and biases, and get back to them with comments, with the intention of pursuing a full work product review. Dr. Smith will require a \$500.00 retainer for the first review, upon the execution of this Retainer Agreement.

Should the client/attorney wish to continue after Dr. Smith reads the current CFI report, Dr. Smith requires a \$2500.00 retainer to begin her work product review and analysis, and charges \$250.00/hour for all work being asked. She will send monthly statements itemizing her work and current balance. A minimum balance of +\$500.00 will need to be maintained by the client while the review continues. Please refer to the Outpatient Contract for all services that are included in what will be charged.

Dr. Smith is being asked to conduct a review of the quality of a child custody evaluation [or in Colorado a Parental Responsibility Evaluation (PRE) or Child & Family Investigator evaluation (CFI)] conducted by a colleague. This is a work product review and the forensic role is that of a Reviewer. She will operate in the role of a consultant to the client and his/her attorney. If the work product (which includes evaluation, methodology, analysis, tools used, indications of bias, and report) proves deficient, then Dr. Smith may be called as a testifying expert, which normally includes some attorney consultation.

Upon execution of this Retainer Agreement, Dr. Smith will conduct an objective review of the CFI report in question, analyzing strengths and weaknesses of the process and report. She will create a record of her own methodology and notes to assist in a final report if requested. She will follow ethical guidelines for psychologists in providing an objective review of all data in the report, what the primary issues are, the methodology, and how opinions were formulated regarding those issues. She will then give her feedback to the retaining client/attorney, bearing in mind that minor methodological flaws are not a basis for challenging the accuracy of a report. If the CFI evaluation/report is found to be substantially accurately done, this may be the end of Dr. Smith's involvement in this case. However, if the evaluation is found deficient, the client/attorney may wish to retain Dr. Smith as an expert witness to testify in court regarding her findings.

Dr. Smith will need to see all notes, previous reports and summaries, court orders, raw test data, test scores, computer summaries, and the complete file of the CFI evaluator. Should the evaluator refuse to produce the psychological testing raw data, he/she should be instructed by the retaining client/attorney to send this data directly to Dr. Smith.

This work product review is confidential. Attorney-client and psychologist-client privilege applies to her having been retained; and the client who retained her, in this case, has the understanding that all findings are confidential. Should the client and/or attorney choose to identify Dr. Smith as a testifying expert witness, the confidentiality would no longer exist. In this case, all of Dr. Smith's notes and methodology would also not be confidential.

It should be noted that Dr. Smith will not be offering opinions regarding the essential issues of the case, as she is not asked to evaluate the parties and issues. She will not offer opinions regarding custody, parenting time or decision making, as APA ethics prohibit this. However, she will express other opinions considered in this case, such as correct methodology; accurate interpretation of the data; whether or not the evaluator's opinions are supported by the data; whether the evaluator showed objectivity or bias; whether the methods used were best concerning the questions being asked; whether relevant information was available but not included; relevant research that was or was not considered, etc.

By signing this Agreement, the client/attorney understand and agree with the scope of work, they retainers, fees, and the process described.

Susannah Smith, Ph.D.

Susannah Smith, Ph.D., Forensic Consultant, Date

Client, Date