

DEPOSITION/COURT TESTIMONY POLICY:
FOR GUARDIAN AD LITEM/ATTORNEY REFERRED PARTICIPANTS

COMPREHENSIVE PSYCHOLOGICAL SERVICES, LLC

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This Court Testimony/Deposition Policy contains important information about this office's professional services and business policies affecting individuals who request for any of the psychologists employed at Comprehensive Psychological Services, LLC (CPS) to engage in testimony (via deposition or live in court). Please read it carefully and write down any questions you might have so that we can discuss them prior to the appointment date. You are encouraged to show this document to your attorney to review. Your signature represents an agreement to comply with the policies and procedures mentioned in this document.

If the presence of a psychologist for the purposes of **expert testimony** (via deposition or court) is requested for any reason by one party, the specified fees (\$300.00 per hour related to testimonial services to include travel time; \$350.00 per hour for custodial evaluations) will be paid by that party via a retainer. The retainer will be based on a reasonable estimate of time by the party requesting the psychologist's presence (unless other arrangements have been made in advance or the Court has ordered that responsibility for these fees be apportioned in some other manner). If the Judge, Guardian *ad litem*, or another neutral party formally requests expert psychological testimony, then the opposing sides involved in the litigation (e.g., both parents who were evaluated) will be responsible for splitting the retainer fee (\$300.00 per hour related to testimonial services; \$350.00 per hour for custodial evaluations) in the same manner to which payment was made for the evaluations. That is, if each party paid 50% of the total cost, then this same percentage should be applied for testimonial services fees. Likewise, if there was a 70%/30% split between the two parties with regard to payment for the evaluations, then this same percentage should be applied for each party pertaining to the retainer fee for testimonial services. If additional funds accrue because the testimonial services time exceeds the retainer time, then these fees should be paid within one week by the one party requesting testimony (or split in the same manner by multiple parties if referred by a neutral source).

The retainer fee payment is expected before the psychologist is to appear for testimony services via deposition or in court. Fees that exceed the retainer are expected in a timely manner after testimony (within one week). CPS reserves the right to turn over any uncollected debt (over 60 days) to a collection agency and/or magistrate's court. Insurance does not cover these types of services. This office utilizes NCS Plus for collections, and an addition \$50.00 fee applies to the unpaid balance if NCS Plus needs to be contacted.

Pertaining to testimonial services, it is important to understand that this examiner maintains impartiality and openness to new information throughout the course of testimony. Fees paid to this office represent compensation for time expended. The person paying fees to this office cannot be assured that testimony will be helpful to his/her position. It is not an evaluator's obligation to defend the accuracy of acquired facts when confronted with newly introduced information that might reasonably call the prior facts into question. It is more likely than not that testimony offered will explain the contents of the report, but there is no guarantee that this will be the case.

Regardless of the source of an impartial evaluator's payments, an impartial evaluator is expected to operate as though he/she were employed by the Court. It is particularly important that this position be understood when fees are being paid only by one of the two parties or the neutral party. The fee-paying party cannot simply call halt to the evaluation. Only the Court or the Guardian *ad litem* has the authority to instruct an evaluator to perform no further services, not the party who bears the financial responsibility for payment of the evaluator's fees (nor with that party's attorney).

REVIEW OF EVALUATOR'S WORK

A participant who believes the CPS evaluator's testimonial services are flawed is entitled to request that the evaluator's work be reviewed by another mental health professional. The favored party may not wish the evaluator's work to be critically examined, but such scrutiny is entirely appropriate. The evaluator's entire file should be made available to the consultant retained by the attorneys for the purpose of such a review. The party requesting the records and court/deposition transcripts bears the financial responsibility for obtaining this information. It is this office's policy to cooperate with those seeking to review a CPS evaluator's work. There is an exception: mental health professionals who are related to or involved in social or professional relationships with participants should not offer their services either as evaluators or as reviewers. This office will resist efforts by such individuals to obtain the file or testimony transcripts and the file will be released only in response to a court order.

SIGNATURE INFORMATION

Your signature below indicates (1) that you have received, read, and understand the office's policies and procedures pertaining to testimony; (2) that you recognize that payment needs to be received in a timely manner prior to the psychologist's date of testimony; (3) recognition that a formal review of the evaluator's testimony can be requested by any of the parties.

Please initial all of the following and then sign:

- _____ I have read and understood the above information. I authorize the present evaluator and the administrative staff of Comprehensive Psychological Services, LLC to authorize the Deposition/Court Testimony Policy.

- _____ I understand that the specified fees assigned to the responsible party or both parties (if referred by a neutral source such as the GAL or Judge) need to be paid prior to date of the psychologist's testimony. For any fees that exceed the retainer, these funds should be paid in a timely manner (e.g., within one week) after testimonial services are completed. Nonpayment of such fees will result in CPS' right to turn over any uncollected debt (over 60 days) to a collection agency and/or magistrate's court.

- _____ I understand that any party can submit a formal request to have a qualified professional to review the testimonial services. The party seeking such services would be responsible for the fees associated with obtaining the transcripts or documentation necessary for this review.

SIGNATURE

DATE