



## **Informed Consent Agreement Expert Witness**

I understand that in order to provide expert witness services, there must be a clear understanding and agreement about Dr. Newton's role, procedures and fees. Accordingly, before agreeing to serve in this capacity, the following conditions must be agreed upon by the client in consultation with legal counsel:

### **Scope**

I understand that as a disclosed expert, Dr. Newton will endeavor to understand my views and wishes. If we meet, I understand that Dr. Newton may ask questions to clarify my thoughts and description of events. I understand that Dr. Newton's primary concern is that the children involved in this matter are protected and that their best interests are promoted.

I understand that Dr. Newton will not have the opportunity to gather information from all parties, and that his understanding of issues and events will be limited. I understand that Dr. Newton cannot make recommendations in this matter, but he can offer his opinion when it is requested.

### **Limits of Confidentiality**

I understand that Dr. Newton is being retained as my expert witness and will communicate openly with my attorney. I understand that my attorney and I are responsible for deciding what information is to be released and what information remains confidential as allowed by the Evidence Code. I understand that if requested, a written report or declaration summarizing findings and conclusions will be prepared by Dr. Newton and sent to my attorney. I understand that all rules and orders of the court will be followed by Dr. Newton.

I understand that Dr. Newton will review relevant materials and provide feedback protected by the attorney-client privilege. I understand that Dr. Newton is to be disclosed as an expert in this matter, and therefore his file may be subject to full disclosure.

I understand that information and records otherwise confidential, and/or oral testimony, must be provided by Dr. Newton to the court in the event of a subpoena or a court order demanding it. I understand that in litigation or official proceedings, information and any materials in Dr. Newton's file about my case and/or testimony may be disclosed.

I understand that California law requires that appropriate agencies be notified in cases where there is reasonable suspicion or evidence of child abuse, elder abuse, stated intention to injure another party or imminent danger of harming oneself, or inability to function or care for oneself.

### **Fees**

I understand that Dr. Newton's fee for providing expert consulting services is \$325.00 per hour, which applies to time spent interviewing, reviewing documents, telephone conversations, conferences, correspondence, preparing report(s), and court preparation. I agree that I will pay for court preparation time regardless of whether Dr. Newton is actually called to testify or prepare a written declaration / report.

I understand that Dr. Newton accepts payments by credit card, through [PayPal](#) and that the PlusFour Solutions [PayPal](#) link can be accessed through the website.

I understand that an initial retainer of \$3,500.00 is required and should accompany this signed agreement. I understand that should Dr. Newton's services cost less than the retainer, a refund will be made to me by Dr. Newton. I understand that should the initial retainer be exhausted prior to the completion of the work, an additional retainer will be required so that the work may be completed. I understand that I will be notified in such case and Dr. Newton will provide me with a statement of expenses, along with an estimate of proposed fees to complete the process. I understand that in some cases due to time constraints and the need for expediency, Dr. Newton's ability to get an itemized statement to me may lag behind his actual work completed.

I understand that Dr. Newton will require advance payment for any days required for trial testimony. Appearances in court are always calculated in half day increments. If the trial is continued, settles out of court, or is otherwise delayed, or if Dr. Newton does not testify as scheduled, the retainer will be fully refunded, less fees for preparation time, when notice is received at least five (5) working days prior to the trial. Fifty (50) percent of the retainer, less the fees for preparation time, will be refunded when notice is received at least two (2) working days prior to the scheduled date of appearance. Less than 48 hours' notice, the retainer is forfeited.

I understand that I will be responsible for the cost of any appointment that I cancel or miss. I understand that I must provide 24 hours notice when canceling to avoid being charged for Dr. Newton's time. I understand that leaving Dr. Newton a voice mail or email message is acceptable notification to cancel an appointment.

**Record Keeping:** I understand that Dr. Newton will maintain all notes, documents and test data in a safe and proper manner in accordance with applicable laws for the state of California. I understand that no documents will be released except as my attorney directs, or by order of the court. I understand that if Dr. Newton's file in this matter is subpoenaed, my attorney and/or the judge will advise Dr. Newton regarding the release of records. I understand that in some instances, clerical staff may help organize materials and assist Dr. Newton with clerical tasks. I understand that this individual has signed a confidentiality agreement and provides clerical/administrative support only.

**Expertise**

I understand that Dr. Newton is a recognized expert in this area of practice and that his Curriculum Vitae is available to attorneys upon request. I acknowledge that the scope of Dr. Newton's work as my expert has been described by my attorney to me.

I have read the material above, discussed it with my attorney, understand it and agree to the points covered. I recognize that Dr. Newton is a licensed clinical and forensic psychologist, who is voluntarily following APA ethical guidelines. As such, his primary concern is to place the best interests of the children above all else. Therefore, I recognize that his findings may not agree with what I believe is in the best interests of the children; nevertheless, I will remain financially responsible for his time and fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Client Printed Name

\_\_\_\_\_  
Attorney's Name (printed)