

Grace C. Graham, Psy.D.
Licensed Psychologist / Expert Witness
Charis Counseling and Psychological Services

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Plano, TX 75023
469-467-7595

Policy Statement Governing the Provisions of Forensic Psychological Services

Service:

A forensic psychological service is an examination or consultation that is undertaken for potential legal, administrative, or personnel purposes in the anticipation of possible litigation or as a result of court-order. None of the records produced or obtained in the course of Dr. Graham's evaluation or treatment in this context are privileged. Dr. Graham is or might be ORDERED to produce all records of any kind gathered, generated, or obtained in the course of her treatment and evaluation in this matter, including third party records obtained from other providers. Dr. Graham is or might be ORDERED to produce all records within 15 days of receiving a written request from any party or any party's attorney, and Dr. Graham is or might be ORDERED to release all records to both attorneys. Dr. Graham may charge a reasonable fee for production of the record, and each subpoenaing attorney is ORDERED to pay Dr. Graham for the record within ten days of the presentation of an invoice from Dr. Graham. This consultation is usually not legally protected as a therapist-patient relationship. Forensic services are not covered by health insurance. Dr. Graham's time and service is provided as an independent forensic examiner and consultant to the retaining firm/company/individual(s). Dr. Graham may form and provide findings, impressions, opinions, conclusions, and recommendations regarding the forensic issue at hand. Dr. Graham will not necessarily write a report nor provide testimony on your behalf and will not necessarily advocate for any particular outcome that you support or desire. To the contrary, her findings, impressions, opinions, conclusions, and recommendations are independent and may be perceived as positive, negative, neutral, or mixed to any party.

Fees:

The retaining firm/company is the client and is the financially responsible party in forensic matters. Fee arrangements, if applicable, are described in a separate statement. Fees payable by the retaining attorney will include, but not be limited to, charges for test scoring, test interpretation, telephone contacts with Dr. Graham, professional consultations, interviews, broken and canceled appointments, reviewing documents, preparing affidavits, reserving time for testimony, photocopying, professional consultation, and for research assistant and case manager time. The responsible party will pay for all time and services, whether the time spent is initiated by that party, a claimant, and attorney, Dr. Graham, or other persons or agencies relevant to the matter. This includes responsibility even if the time is spent on activities perceived as adverse to the outcome that you support or desire. Fees are **\$250.00** per hour for office services and **\$350.00** per hour for court or deposition services, to be paid at the time services are

rendered or in advance, when the service is offered in relationship to a legal or forensic matter. Dr. Graham charges \$62.50 for every increment of 15 minutes for her time. This fee will apply to phone consultations, returning phone calls, responding to emails, preparing paperwork, letter writing and report. Retainer payable at the first service are \$6000.00 per person. Acceptable forms of payment include cash, checks, and Visa/MasterCard.

*Our office reserves the discretion to increase the fees charged as deemed necessary by our office.

This consideration may be applied to all fees including fees charged for counseling, telephone calls, record requests, consultation with other providers, and litigation.

Confidentiality:

The laws of the State of Texas require that most issues discussed in the course of professional therapeutic contact with a psychologist are privileged. However, since this is a forensic context, that therapeutic privilege is not applicable. Dr. Graham may accumulate and exchange any and all information with any person that Dr. Graham reasonably believes may be relevant to this consultation. This release also includes Dr. Graham's use of professional test scoring services and other professional consultation as deemed advisable by Dr. Graham. Be aware that state law requires Dr. Graham to disclose privileged information in situations of suspected child or elder abuse, of potential harm to oneself or another, and in instances where the court orders the disclosure of privileged information and shall subpoena records.

Results:

Written reports are not always necessary but may be requested by the retaining firm/company or by an attorney or the court. Written reports may require weeks to prepare because report writing usually takes at least six to eight hours per adult involved and is scheduled just as an appointment. Report preparation and writing time will only be scheduled after tests and written materials have been returned, adequate information has been provided, and all related accounts are paid in full including all estimated charges for the report (s) or testimony. It is your responsibility to comply with the preceding requirements so as to allow Dr. Graham adequate time to prepare and provide results and other legal consultations. Although the firm/company will be billed, the court may decide and provide results and other legal consultations. Although the firm/company will be billed, the court may decide that the additional costs for cancellations or failing to follow these procedures may be at your expense.

Due to the forensic nature of this assessment, Dr. Graham will not be providing you feedback on results of your psychological tests personally besides what is going to be reported on the actual report itself. Dr. Graham will not be having any ex parte (from or on one side only, with the other side absent or unrepresented) contact with either party once the forensic evaluation is completed. Please also note that because the information compiled for forensic reports is generally derived from a wide variety of sources, the resulting database may contain inaccurate information. If there are any corrections required in the report, please inform this examiner immediately and indicate in writing any information that you feel is inaccurate via your legal counsel.

Guidance:

Dr. Graham does not give legal or psychological advice. Legal advice and strategy are the province and area of expertise of your attorney and psychological guidance is the province and area of expertise of your therapist. Consult with your attorney or therapist before taking any action that might have legal or therapeutic implications.

Emergencies:

The 24 hour office phone number may be used to leave messages about a crisis or an emergency that may require rescheduling of an appointment. However, Dr. Graham's office is not expected or intended to respond to clinical or legal emergencies and it is unlikely that Dr. Graham will get the message and return a phone call until the next business day. The role of Dr. Graham in a forensic examination is incompatible with that of providing therapy. The provision of therapy (of which crisis intervention is a type) is not part of the service of the forensic examination. Keep available the phone number of your area's crisis clinic and your therapist or attorney in the event of a clinical or legal emergency.

Agreement:

There are no oral agreements that may supersede this written policy statement on this matter. Any modification of the terms of this statement must be in writing and must be signed by Dr. Graham and the retaining attorney. Should Dr. Graham, at her sole discretion, choose to waive any requirement under the terms of this statement, that waiver shall not be deemed a subsequent waiver of that requirement or any other requirement under the terms of this statement. Dr. Graham, in agreeing to provide this examination or consultation, is specifically relying on your agreement to abide by each of the terms of this statement. By proceeding with the examination, you are consenting to do so. Please consult with your attorney if you have any questions about any aspect of this consultation.

Sincerely,

Grace C. Graham, Psy.D.
Licensed Psychologist, #24701

I have read, understand and agree to the above conditions and fees:

Printed Name

Signature

Date