

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

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**Policy Statement Governing the Provisions of
Forensic Psychological Services
In Custody Related Cases**

Service: A forensic psychological service is an examination or consultation that is undertaken for potential legal, administrative, or personnel purposes and in the anticipation of possible litigation. This consultation is not for the purpose of therapy and is usually not legally protected as a therapist-patient relationship. Forensically related services are not covered by health insurance. Dr. Graham's time and service is provided as an independent and impartial forensic examiner and consultant regardless of who was (court-ordered or mutually agreed upon to be) responsible for the payment of her fees. 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 adverse and detrimental to any party.

Fees: Retainers payable at the first service are **\$6000.00** per person. Acceptable forms of payment include cash, checks, and Visa/MasterCard. Fees payable by the retaining attorney, or the party/parties, 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 preparation for testimony, time reserved for the day of testimony, traveling and waiting time involved, 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, an 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 5 business days 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, letters and reports. However, due to the typical uncertainty of when exactly Dr. Graham would be heard, and/or the duration Dr. Graham would be detained for court hearings and depositions, Dr. Graham charges in increment of either a half day (i.e. 4 hrs.) or a full day (i.e. 8 hrs.) Upon the receipt of a subpoena for court testimony or deposition as a fact or expert witness, Dr. Graham will expect the retainer for the reservation of her time for such services (either half of a day or a full day) to be paid in advance. Dr. Graham is a professional and is compensated for the use of her time and not for her opinions either as a fact or expert witness. *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. In some forensic contexts, Dr. Graham might produce a written report to include her findings and opinions. The information that Dr. Graham relied on in forming her opinions are subjected to legal discovery.

Results: Written reports are not always necessary but may be requested by an attorney or the court. Written reports may require weeks to prepare because report writing usually takes several 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.

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 psychologist or psychotherapist. Consult with your attorney, psychologist, or psychotherapist 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

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

Printed Name

Signature

Date