

Milfred “Bud” Dale, Ph.D., J.D.
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Statement of Understanding for Expert Witness Testimony

The purpose of this Agreement is to explain the fee arrangements for Milfred “Bud” Dale, Ph.D., J.D., who has been asked to testify as an expert witness by

_____ [Name of Attorney], Attorney-at-Law, who is representing

_____ [Name of Client] in the following case:

_____.

This Statement of Understanding for Expert Witness Testimony is a separate business agreement from the Statement of Understanding for an Expert Witness Case Review.

Dr. Dale has conducted an Expert Witness Case Review in the above captioned matter and is now being asked to testify regarding the results of that review and analysis.

By signing this agreement, the Attorney-Client authorizes Dr. Dale to prepare for testimony based upon the his Report of Expert Witness Case Review that was submitted to the Attorney-Client. Dr. Dale’s report will be used as the basis for his courtroom testimony. Dr. Dale’s report will have outlined his review methodology, including the materials made available for the analysis and review.

Dr. Dale agrees to testify based upon his Report of Expert Witness Case Review in the above captioned matter. His testimony will focus on the analysis and review of the evaluation report and any materials submitted during the Expert Witness Case Review. Dr. Dale’s testimony will focus on methods and procedures of the evaluation, any test data from psychological tests (if available), and the conclusions and inferences outlined in the report. Dr. Dale’s testimony will provide opinions regarding conformity with current professional practice guidelines and standards, the use of forensic methods and procedures appropriate to the nature and scope of the evaluation task, and both the strengths and deficiencies of the evaluator’s work.

There is no explicit or implicit understanding that Dr. Dale’s task is confined to identifying deficiencies. Part of his review and report may opine that the certain of the conclusions and opinions of the evaluator are justified by the data in the evaluation and the methodology used to collect it. There is an understanding that Dr. Dale is not conducting a comprehensive child custody evaluation and that he will not offer an opinion of comparative parenting competencies of the parents based solely on a review of a report and submitted materials. He will also not offer any specific opinions or recommendations regarding how the court should address any custody, residence, or parenting time plan disputes in the custody dispute based solely on a review of another evaluator’s report and submitted materials.

For expert witness testimony, an advance Retainer is required, unless other arrangements have been made. This is addition to any fees connect to the Expert Witness Care Review or the Report of Expert Witness Case Review. The fees for Dr. Dale’s expert testimony services will be billed at a rate of \$200 per hour. When in-court testimony is away from Topeka and/or anticipated to take more than four hours away from Dr. Dale’s office in Topeka, a fee of \$1600 for the day will be billed. The amount of this Testimony Retainer will be based upon an estimate of the amount likely to cover the fees associated with a combination of Preparation Time and Attendance Time. If additional fees are charged, payment must be made within 30 days of the date of billing.

While no distinction in fees will be made for Preparation for Trial time and Attendance Time in the fee structure, these categories do help the Attorney-Client understand the involved fees in order to estimate the Testimony Retainer and any additional fees.

Preparation Time will be billed regardless of whether Dr. Dale testifies. Preparation Time includes time expended while corresponding with the court, consulting with attorneys, preparing for trial, traveling to and from meetings with attorneys, traveling time to and from court, and waiting (including any time that has been expended on this case prior to signing this agreement.

Attendance Time includes time spent for going to and from court, waiting to testify, and providing testimony. Dr. Dale will record all interactions and provide a detailed account upon billing the Attorney-Client. Any unused portions of paid fees will be refunded within thirty days of the completion of Dr. Dale’s work in the case.

If the trial is continued, settled out of court, or otherwise delayed, any paid fees will be refunded, less fees for Preparation Time, when notice is received at least five working days prior to trial. Fifty percent of the “Retainer less fees for Preparation Time” will be refunded when notice is received at least five working days prior to trial. Twenty percent of the “Retainer less fees for Preparation Time” will be refunded if notice is received less than two working days prior to trial.

All payments to Dr. Dale are for the provision of expert services as a psychologist. These fees are NOT contingent upon providing particular opinions or upon a particular outcome of the case. Any and all reasonable costs associated with any collection efforts shall be added to the Attorney-Client’s bill.

Date: _____

Name of Attorney/Client: _____ Signature: _____

Milfred Dale, Ph.D., J.D., Licensed Psychologist Signature: _____