

FORENSIC PSYCHIATRIC ASSOCIATES
MEDICAL CORPORATION.

Independent Adult, Child & Adolescent Forensic Psychiatric, Psychological & Neuropsychological
Evaluation, Consultation and Assessment

Tax ID # 20-4196908

LETTER OF ENGAGEMENT

1. **RETAINING PARTY:** The retaining party in this agreement specifically is the attorney, law firm, government agency or private corporation who is retaining the forensic psychiatric expert services of Forensic Psychiatric Associates Medical Corporation (herein after called “the Company”), including those services provided by Dr. Mark I. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company. The retaining party is specifically neither the Plaintiff nor the Defendant (nor the defendant’s insurer) in the underlying civil lawsuit, nor the defendant in a criminal matter.

2. **CONDITIONS OF ENGAGEMENT:** The following are explicit terms and conditions of Dr. Levy’s Engagement to perform forensic psychiatric consultation and services for the retaining party:
 - a. The forensic work herein contemplated is specifically NOT the practice of medicine; no treatment will be provided and no doctor-patient relationship shall be created or exist between Dr. Levy or other forensic psychiatrists or psychologists working for the Company, and the individual who is the examinee of any forensic psychiatric and psychological assessment conducted under the provisions of this agreement.
 - b. If evaluations or testimony is required outside of California, it is the retaining attorney’s responsibility to make all necessary legal arrangements with the local state medical licensing authorities

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and/or psychology licensing board and to confirm that Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company have legal permission to examine, diagnose and assess the plaintiff (or criminal defendant) and to testify as a medical (or psychological) expert at deposition and in a court of law within the jurisdiction where the civil or criminal matter is being adjudicated. Written permission from the state medical (or psychological) registration board shall be provided to the Company by the retaining attorney or law firm prior to the expert providing any forensic psychiatric and/or psychological services.

- c. The retaining attorney will seek and make available for review by Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company, all records that reasonably pertain to the questions that Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company are being asked to address, as well as any additional records requested by the expert(s) for review. These shall generally include, but not be limited to the following:
 - i. The Complaint or criminal indictment.
 - ii. All prior and current medical, psychiatric, psychological and/or counseling records, deposition transcripts of relevant parties (in electronic form where available plus "hard" copies of all deposition transcript exhibits), other medical, psychiatric or psychological expert reports pertaining to the Plaintiff in a civil lawsuit, and to the defendant in a criminal indictment.
 - iii. In addition, where applicable, these records produced for review by Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company shall also

include, when available, Plaintiff's employment records, school and other academic records, military records, police, local, state and/or federal incarceration records, "rap sheets," Complaints and possibly expert reports and deposition transcripts from prior, relevant litigation, if any.

iv. Finally, the "raw data" of psychological testing (not just a psychological assessment report from a treater or from opposing counsel's expert) should be requested from all treating mental health professionals as well as from any expert who has performed a psychological assessment that included psychological testing

d. Retaining attorney shall obtain for Dr. Levy and/or other the forensic psychiatrists and/or psychologists working for the Company a Release and Waiver of Confidentiality (Exhibit A, attached) signed by the Plaintiff or criminal Defendant on a form provided to the attorney by Dr. Levy on behalf of the Company

e. Retaining attorney shall provide Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for The Company with written permission signed by the examinee allowing Dr. Levy or other examining experts to videotape and/or audiotape all of his psychiatric interviews of the examinee. This does not apply to any psychological testing sessions. Such video and/or audio recordings shall become part of the examiner's "work product" for this case and will be governed by the rules of discovery and covered by the confidentiality provisions and written waivers thereof that apply to all other such material in the case.

3. FORENSIC PSYCHIATRIC AND PSYCHOLOGICAL EXPERTS: The following psychiatrists and psychologists provide expert forensic psychiatric

and psychological consultative services to clients of the Company (CV's are available upon request). Each one, except Dr. Levy, functions as an independent contractor to Forensic Psychiatric Associates Medical Corporation:

- a. Forensic Psychiatrist Mark Levy MD, DFAPA, Diplomate of American Board of Psychiatry and Neurology with Added Qualifications in Forensic Psychiatry. Contact: milevy@fpamed.com tel 415 388 8040
- b. Forensic Child and Adolescent Psychiatrist Anlee Kuo, MD, JD, Diplomate of American Board of Psychiatry and Neurology. Contact: akuo@forensicpsychassoc.com tel (415) 516-3621
- c. Forensic Psychiatrist David Y. Kan MD, Diplomate of American Board of Psychiatry and Neurology with Added Qualifications in Forensic Psychiatry as well as specific training in the assessment and treatment of substance abusers and sexual offenders. Contact: dkan@fpamed.com tel (415) 812-1092
- d. Forensic Psychiatrist Charles Saldanha, MD, Diplomate of American Board of Psychiatry and Neurology. Contact: csaldanha@fpamed.com tel (415) 871-8694
- e. Forensic Psychiatrist Adam Goldyne MD, Diplomate of American Board of Psychiatry and Neurology. Contact: agoldyne@fpamed.com tel (415) 826-9639
- f. Forensic Neuropsychologist Ronald Roberts PhD Diplomate in Forensic Psychology, American Board of Professional Psychology; Diplomate and Fellow of the American Board of Medical Psychotherapy; Diplomate of the American Board of Disability Consultants; Diplomate of the American Board of Vocational Neuropsychology; Diplomate of the American Academy of Pain Management. Contact: rroberts@fpamed.com tel (415) 776-2000

g. Forensic Pediatric Neuropsychologist Sarah Hall, PhD., American Board of Professional Psychology. Contact: shall@fpamed.com tel. (415) 927-1310

4. **FEES AND EXPENSES:** In consideration for agreeing to provide forensic psychiatric and psychological consultation and expertise, the undersigned client shall be billed for all time spent working on the case, including record review, telephone and/or office consultation, interviews, psychological test administration, scoring and analysis, report writing and portal-to-portal local travel (please see attached "Rate Schedule"). Furthermore, it is agreed that any estimate provided to the client of the total amount of time and/or cost required to prepare an IME report, and for testimony at deposition and/or at trial, is only an approximation and should not be relied upon as a firm bid or as a stipulated cost limitation.

5. **RETAINER FEE:** Advanced payment of a nonrefundable retainer fee in the amount stipulated on the attached "Rate Schedule" is required before commencement of any consultative work on the case. This initial retainer fee is an advance against which hourly fees will be billed. The retainer fee shall be replenished beyond the ten hours prepaid by each retainer installment upon written request by the forensic expert, prior to the provision of any additional consultation services. At the conclusion of the case, any remaining surplus from subsequent replenishment(s) of the original retainer fee shall be returned to the client upon receipt of written request.

6. **BOOKKEEPER:** For all inquiries about invoicing and payments, contact information for our bookkeeper, Stephanie Stockwell, is: sstockwell@forensicpsychassoc.com tel (415) 897-5674

7. FEES AND CONDITIONS FOR DEPOSITION TESTIMONY: Deposition testimony requires that Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company cancel other clinical and/or medical-legal commitments in order to accommodate the deposing attorney's request. Therefore, in order to be certain that Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company shall be compensated for the time that he or she schedules for the deposition, one of the following three conditions must be met no later than three (3) business days prior to the expert's scheduled appearance at any deposition:
- a. Either the prepayment of the full non-refundable deposition fee for the specified period of time allocated for the deposition; said prepaying shall be refunded in full if the deposition is cancelled more than three (3) days prior to the scheduled time. If notice of cancellation occurs three (3) days or less prior to the scheduled deposition the deposition fee shall be forfeited in full; or
 - b. Receipt of a written guarantee from the deposing attorney attesting that full payment for allocated deposition time will be made by the pre-scheduled deposition, whether or not the deposition is subsequently cancelled; or, in the absence of a. or b.
 - c. The signature of the retaining attorney on this contract shall constitute an affirmative Guarantee that the undersigned attorney or his firm shall pay for the entire pre-scheduled deposition time, in the event that the deposition is cancelled three (3) days or less before it is scheduled to occur
8. PER DIEM FEES TRIAL TESTIMONY: A per Diem fee according to the attached "Rate Schedule" shall be charged for all testimony (at deposition

- or trial), with a minimum half-day fee (5 hours or fraction thereof), due no later than two (2) calendar weeks prior to deposition or trial. If scheduled testimony is cancelled less than two (2) calendar weeks prior to the scheduled date, a half-day late fee shall be retained as compensation for the prescheduled time of Dr. Levy and/or the other forensic psychiatrists and/or psychologists working for the Company. If scheduled testimony is cancelled less than forty-eight (48) hours prior to the scheduled date, the full per Diem fee shall be due and payable as a cancellation fee.
9. PER DIEM FEES FOR NON-LOCAL TRAVEL: For travel to non-local destinations, the per Diem fee to be paid by the undersigned shall be as specified in the "Rate Schedule" plus all expenses, including travel by business class conveyance and appropriate lodging if needed. Before such travel is undertaken, a per Diem retainer of the amount specified in the "Rate Schedule" per day, specific to this non-local travel, shall be paid in advance.
10. CANCELLED APPOINTMENTS: Scheduled Plaintiff interviews will be paid for in full if cancelled within forty-eight hours of the scheduled appointment time. Regarding "no show" appointments, in which the plaintiff fails to appear without canceling forty-eight hours in advance, retaining counsel will be billed for five hours of consulting time unless the time can be filled with other billable work.
11. PAYMENT: A monthly invoice will be prepared by the Company and sent to the undersigned client describing all services rendered and expenses incurred. Payment of this invoice will be due upon receipt. Prompt payment is the sole responsibility of the retaining attorney and/or law firm, irrespective of case outcome. Overdue accounts shall accrue interest at a rate of 1 ½% per month, prorated and compounding. Failure to pay in a

timely manner may void this Engagement Agreement, terminating all consultation and accelerating the demand for immediate payment of any remaining unpaid balance owed by the client. As a convenience, fees may be paid using a credit card. If you choose this method of payment, please include the name as it appears on the credit card, card number, expiration date and complete billing address of the card holder (see page 5 below). Any bank charges (approximately 2% of the balance paid) will be added to any credit card payment.

12. PSYCHOLOGICAL TESTING: If clinically indicated and with the explicit permission of the party(s) who has(have) retained the services of the Company, Dr. Levy and/or the other forensic psychiatrists working on behalf of the Company may refer to and utilize a qualified clinical psychologist to administer and interpret psychological tests as a supplement to his or her Independent Medical Evaluation. Fees for such consultation will be detailed separately within the monthly invoices prepared by the Company for the client.

13. EXPERT OPINION: Please be advised that Dr. Levy and/or other forensic psychiatrists and/or psychologists working for the Company will render an opinion based upon evidence, science, logic and clinical judgment. Thus, after evaluation of all the facts, it may be that the opinion offered is unfavorable to one or more claims or defenses that you and your client espouse.

14. DISPUTE RESOLUTION: The undersigned attorney and/or law firm agrees to pay any and all necessary attorney's fees and court costs in the event that it is necessary to institute legal proceedings to collect any sums owing pursuant to this agreement. In such event the Company and the undersigned client agree that any and all fee or other disputes arising out of or related to

the provision of professional services by the Company shall be resolved by binding arbitration before a JAMS judge. Proper venue for resolution of any and all disputes shall be San Francisco or Marin County.

15. FULL AND FINAL AGREEMENT: This is the full and final agreement of the parties. This agreement can be amended by a subsequent writing signed by the parties.. Signature below indicates full agreement with all of the terms and conditions of this agreement. Please retain one copy and return one signed original copy and a retainer fee to Dr. Levy at the Company's address stated at the bottom of page one (1) or this Agreement. Thank you.

Mark Levy, M.D., President

Date

Forensic Psychiatric Associate Medical Corporation

Print Name of Attorney or Law Firm Representative (Print)

Signature (binds law firm)

Date

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RATE SCHEDULE FOR INDEPENDENT CONTRACTORS

Available upon request.

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EXHIBIT A

CONSENT FOR RELEASE OF MEDICAL INFORMATION/RECORDS
AND FOR ELECTRONIC RECORDING OF PSYCHIATRIC EXAMINATION

I hereby authorize Mark I. Levy, MD and/or other forensic psychiatrists and/or psychologists working for Forensic Psychiatric Associates Medical Corporation, AND:

to release and exchange to one another the following information/records obtained in the course of my evaluation and/or treatment:

Psychiatric Medical Substance Abuse/Chemical Dependency Legal

The disclosure of records/information authorized herein is required for the purpose of my obtaining psychotherapeutic and/or medical evaluation or care and/or to assist in the pursuit of a legal action and/or fitness for duty evaluation and/or:

Other

Disclosure shall be: unlimited or limited to the following (check those that apply):

Dates of Evaluation/Treatment

History & Physical Exam

Diagnoses and Opinions

Laboratory/Radiological Studies

Progress Notes

Billing Records/ Information

Other: _____

I further consent to the electronic recording of this psychiatric evaluation interview utilizing audio and/or video tape.

This consent is subject to revocation by the undersigned at anytime to the extent that action has not been taken in reliance thereon. If not revoked earlier, this consent shall terminate on (Date) _____ without express revocation.

I further understand that requester may not further use or disclose the medical information herein obtained unless another authorization is obtained from me or unless such use or disclosure is specifically required or permitted by law. I understand that a copy of this authorization form will be provided to me upon my request.

A copy of this consent shall be as valid as the original.

_____	_____
Date	Signature

	Name

	Address

	Date of Birth

	Social Security Number