

# KANSAS BEHAVIORAL SCIENCES REGULATORY BOARD

## CONTRACT FOR EXPERT WITNESS SERVICES

This Contract for Expert Witness Services ("Contract") is made on behalf of the State of Kansas ("the State") by the Kansas Behavioral Sciences Regulatory Board ("BSRB") and PERSON ("Outside Expert"). This Contract with Outside Expert governs the following licensing matter: In re \_\_\_\_\_, Case No. \_\_\_\_\_ ("this case"). The State and Outside Expert agree as follows:

1. Credentials. Outside Expert is licensed as a \_\_\_\_\_ in Kansas and \_\_\_\_\_ agrees to maintain such license(s) in good standing throughout the duration of this Contract. Outside Expert further agrees to notify the BSRB of any complaint filed or disciplinary action (e.g., censure, fine, probation, restriction, condition, suspension, or revocation) against Outside Expert. Outside Expert acknowledges that a pending complaint or disciplinary action shall constitute grounds for the BSRB to terminate this Contract without notice to Outside Expert. In such instance, Outside Expert shall be paid for fees and expenses at stated herein as of the date of termination. Outside Expert shall provide the BSRB with an original and current curricula vita which shall become a record of the BSRB.

2. Scope. Outside Expert shall perform expert witness services on behalf of the BSRB and perform those services in a diligent and professional manner. Such services may include investigation, document review, studies, research, and such other services as may be necessary for Outside Expert to consult with and/or advise the BSRB or as may be agreed upon by the parties. Outside Expert agrees to report, verbally or in writing, such facts, conclusions, and findings to the BSRB and, upon request, to provide a written report. Outside Expert agrees to assist in preparation for and to testify as an expert witness in those areas in which they are qualified in a deposition, hearing, or trial. Outside Expert understands and agrees time of is of the essence and any case review must be completed within thirty (30) days of receipt of the complete case file from the Board.

3. Cost.

a. Case File Reviewing Fees: Subject to paragraph 4, the BSRB shall compensate Outside Expert at the rate of \$50.00 per hour for all tasks related to case file review, including but not limited to analysis, conclusions, and preparation of reports. Outside Expert shall be responsible for all costs or expenses to conduct the case file review. Outside Expert shall be paid a minimum of two (2) hours for case file review. Outside Expert agrees that if the case review is not completed within the time period stated in paragraph 2, the rate of fees shall be reduced to \$40.00 per hour for all tasks related to the case file review.

b. Testifying at a Deposition, Hearing, or Trial Fees: Subject to paragraph 4, the BSRB shall compensate Outside Expert at a rate of \$50.00 per hour for testifying at a deposition, hearing or trial. In addition to the time actually spent testifying at a deposition, hearing, or trial, Outside Expert shall be paid this rate for waiting to testify (whether at an office or court), traveling to and from Outside Expert's business office and the office or court where testifying, and taking a break or having a meal. Fees for these services for which an opposing party is liable will not count toward the total costs and condition of this Contract, as specified in paragraph 4.

Outside Expert shall be paid for a minimum of two (2) hours for testifying at a deposition, hearing, or trial or if the deposition, hearing, or trial is cancelled. Outside Expert shall be responsible for all costs and expenses to attend the deposition, hearing, or trial to testify unless the BSRB has signed a written contract or agreement to pay such costs and expenses.

4. Total Costs and Term of Contract. The total cost, including actual expenses, payable by the State or BSRB shall not exceed \$1,000.00 during Fiscal Year 2021 for this case.

5. Billing Procedure. Outside Expert shall provide to the BSRB an itemized bill for all fees, costs, and expenses at the conclusion of this Contract.

6. Independent Contractor. The parties agree that Outside Expert shall not use or obtain assistance from any third party without prior written approval from the Board. The parties also agree that Outside Expert is an independent contractor and is not employed as or considered to be a state employee and Outside Expert shall not receive compensation, salary, or benefits as a state employee. The parties agree that Outside Expert is responsible for the payment or liability of any and all taxes, medical expenses or insurance, workers' compensation insurance, and office and transportation expenses. The parties further agree that any paper or electronic document or other tangible object produced or procured by Outside Expert, or any third party who Outside Expert employs or contracts with pursuant to this Contract, or that any paper or electronic document or other tangible object created, produced, or procured in the performance of this Contract shall be the property of the BSRB and subject to paragraph 8.

7. Confidentiality. Outside Expert, or any third party who Outside Expert employs or contracts with pursuant to this Contract, shall keep confidential any and all documents, including but not limited to an individual's education records, medical records, or therapy records, that were received or reviewed in regards to this case and shall not disclose the records or use them for any purpose other than for providing the expert witness assistance requested in this Contract.

8. Documents. Outside Expert agrees to destroy all paper documents and delete all electronic documents or data that the Board provided or sent to Outside Expert pursuant to this Contract when notified by the Board to do so or within thirty (30) days after the conclusion of this case.

9. Effective Date. This Contract shall be effective as of February \_\_, 2021.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

OUTSIDE EXPERT

KANSAS BEHAVIORAL SCIENCES  
REGULATORY BOARD

By: \_\_\_\_\_

PERSON

Date: \_\_\_\_\_

ADDRESS

ADDRESS

TELEPHONE

EMAIL

By: \_\_\_\_\_

David B. Fye, Executive Director

As authorized by and on behalf of the  
the BSRB

785-296-3240

David.Fye@ks.gov