

**CONFIDENTIAL: Attorney/Client Privilege & Work Product  
AGREEMENT FOR EXPERT ASSISTANCE**

1. On behalf of John Smith, Ed Solomon, John Smith's attorney, agrees to retain Jill Jones, MSW, as an expert in the case of *Smith v. State*, Indictment No. 94-1-MR, a capital murder case with the aggravating factor of first degree rape.
2. Jill Jones will do the following:
  - a. interview, assess and evaluate John Smith on two separate days for at least 2 hours each day;
  - b. interview John Smith's mother, father, brother at their home;
  - c. review all records and materials supplied to her;
  - d. provide a preliminary oral report by \_\_\_\_\_;
  - e. provide a draft of a written report by \_\_\_\_\_;
  - f. provide a final written report by \_\_\_\_\_;
  - g. meet with Ed Solomon and review the report & prepare for testifying;
  - h. testify as needed prior to trial, at trial or at sentencing;
3. Jill Jones will investigate, evaluate and report on the following:
  - a. who John Smith is;
  - b. what traumas and assaults he suffered and their impact on him;
  - c. what kind of family did he come from and how did it influence who John is;
  - d. how John perceived reality;
  - e. what explains his periods of no memory;
  - f. an analysis of the treatment John received, what treatment would have been appropriate for him in the past, and whether he is amenable to treatment today;
  - g. what role anger plays with John;
  - h. why he raped and killed: what was the purpose of the behavior.
4. The payment to Jill Jones will be at the following rate/amounts \_\_\_\_\_; and payment will be made at the following time: \_\_\_\_\_.
5. Jill Jones understands that since this expert assistance is being performed at the request of the attorney for Mr. Smith, it is confidential within the legal and ethical attorney-client and work product privileges which can only be waived by the client. I will not divulge to the court, the prosecutor, or any other person confidential information without the approval of the attorney for Mr. Smith.
6. Jill Jones will maintain the confidentiality of the communications and materials I receive.
7. Jill Jones agree that all communication and materials received by me and all of my work product are the property of Mr. Smith.

DATE: \_\_\_\_\_

\_\_\_\_\_  
JILL JONES

DATE: \_\_\_\_\_

\_\_\_\_\_  
ED SOLOMON