



VIVO Clinical Forensic Psychological Services, Inc.

Miranda Dewitte, Psy.D., Clinical and Forensic Psychologist (PSY #30147)
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Forensic Services Agreement

Name of Retaining Party: _____ Relationship to Examinee: _____

Examinee's Name: _____ Examinee's Date of Birth: _____

Type of Service Requested: _____

First, let me thank you for choosing VIVO Clinical Forensic Psychological Services, Inc. to assist you with your forensic needs. I intent to provide you high quality and unbiased forensic services.

This agreement outlines the terms agreed to when electing to retain Dr. Miranda Dewitte, a licensed clinical forensic psychologist, for psychological evaluation. The terms of engagement are in writing in order to avoid misunderstandings. We ask that you indicate your agreement with the below terms and conditions by signing this agreement and returning it to our office with the initial retainer payment at least seven (7) days before work is requested to begin on a case, along with the following forms:

- Informed Consent to Conduct a Forensic Evaluation
 - Forensic Intake Form
1. Following an initial consultation, a non-refundable retainer of 20 hours (\$6000.00) is required along with the Forensic Evaluation Service Agreement and the above listed documents to begin any work on a case. Forensic services that may not require this block of time may be afforded a reduced non-refundable retainer fee of 10 hours (\$3,000.00). Estimates of time anticipated to be spent on any given case will be gladly provided upon request.
 2. Upon exhaustion of the service agreement, monthly invoices will be sent to the retaining party, and are due upon receipt. The bill will be considered past due at 30 days. Nonpayment does not relieve the retaining party in any way from payment for services rendered or expenses incurred. Failure to complete payment within 30 days may result in the cessation of work and/or cancellation of other scheduled appointments, pending payment.
 3. Unused retainer balances for services rendered and completed will be returned as a credit and must be reflected in tax documents.
 4. Please contact our office at 415-894-9004 to cancel a scheduled appointment. Cancellation of a forensic evaluation appointment must be made within five (5) business days of the appointment time. Since alternative bookings are unlikely on short notice, failure to cancel an appointment in a timely manner or to "no show" on the day of the appointment will result in a charge of 4 hours of time (\$1600.00) and the possible the termination of services. If an examinee is more than 15

minutes late without prior notice, it will be treated as a “no show.” This charge represents the minimal time that was reserved for face-to-face assessment.

5. Forensic Psychological Evaluations can be complicated and labor-intensive. Depending on the type of evaluation, the entire process typically takes 10 to 20 hours, including a thorough record review, a comprehensive clinical interview, collateral interviews, test administration, test scoring & interpretation, and report writing. Each individual differs in the time they may take to complete testing, and each case varies in terms of the volume of records required to review. Therefore, more complex evaluations can take 20 to 30 hours or more to complete. An estimate of the amount of time required for to address your individual case will be discussed prior to the commencement of services. The time expended for psychological evaluation will be billed at the following rate depending on the type of service:

Forensic Evaluation/Consultation:

- PC §1368, Competency to Stand Trial: \$300/hour
- PC §1027, Criminal Responsibility: \$450/hour
- PC §1001.36, Forensic Diversion: \$300/hour
- Fitness for Duty (Pre-Hire/Post-Hire): \$300/hour
- Malingering Assessment: \$300/hour
- Violence Risk Assessment: \$350/hour
- Attorney Consultation and/or Case Review: \$350/hour

Court Testimony

- Preparation Time: \$300/hour
- Testimony/Deposition Time: \$400/hour (Four-hour minimum)
- Wait Time: \$200/hour

Travel Fees (Plus reasonable associated expenses)

- Road Travel: \$200/hour
- Air Travel: \$300/hour up to 5 hours; \$500/hour up to 10 hours

6. Evaluation and consultation services are calculated in 15-minute increments. You will be billed for services such as telephone conferences, email exchanges, in-person conferences, clinical interviews, the gathering of collateral information, a review of records, test administration and interpretation, and report preparation. Any time spent related to an evaluation or consultation that is beyond the scope of the free initial 20-minute consultation is considered billable time.
7. Prepayment is required before the completion of Court Testimony services (deposition, court testimony, and travel). A retainer of \$3,000.00 is required at least five (5) working days prior to the scheduled court date and is credited towards the total bill. Billing is made for preparation time, travel time, expenses incurred, time being deposed/required to testify, and waiting time. Reasonable and customary expenses for travel and air fare may be billed in addition to hourly rates. Estimates of expenses, anticipated to be spent, will be gladly provided upon request.

8. Cancellation of a scheduled deposition and/or testimony, with less than 48 hours of notice shall result in a minimum billing of four (4) hours of preparation time (\$1,200.00).
9. Consultation and/or Case Review services are billed at \$350/hour. During an initial consultation, the amount of time required for consultation/case review will be discussed. For brief consultations (1-2 hours), no retainer is required and will be billed at the start of consultation. If a case requires more time, a retainer of four (4) hours of time (\$1400.00) will be required to begin work on a case. Upon exhaustion of the service agreement, monthly invoices will be sent to the retaining party, and are due upon receipt. The bill will be considered past due at 30 days. Nonpayment does not relieve the retaining party in any way from payment for services rendered or expenses incurred. Failure to complete payment within 30 days may result in the cessation of work, pending payment.
10. The retaining party may terminate this agreement upon 15 days written notice for any reason. Since the initial retainer is non-refundable, it will be applied to any fees and expenses incurred by Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc.
11. Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc will have the unrestricted right to resign from performing additional services or terminate this agreement upon fifteen (15) days written notice for various reasons such as excessive late appointment cancellations; a missed or “no show” appointment; or unpaid bills for sixty (60) or more days after date of issuance, to name a few. No portion of the retainer will be refunded for circumstances that lead to the termination of this agreement.
12. Although the retainer is non-refundable, it may be applied toward a late appointment cancellation or “no show” of an appointment. In the case of the termination of this service agreement, it will be applied toward payment of any expenses and/or fees incurred by Dr. Dewitte or Vivo Clinical Forensic Psychological Services, Inc. prior to termination. No partial refunds will be issued for a late appointment cancellation or a “no show” appointment.
13. Any results, reports, and copies of records shall only be prepared, written, and provided after the full evaluation is completed. Partial reports will not be provided.
14. Performing psychological tests and standardized examinations in the presence of any third-party (i.e., attorney, videographer, or a court reporter) is a violation of the Standards of Professional Practice of the American Psychological Association and consequently a violation of the administrative rules of most State Departments of Professional Regulation. The presence of either a person or video camera in the test room would have significant effect on the validity and reliability of standardized psychological tests, since the normative data was developed in the absence of such distractions. The presence of a person other than the examiner, or the presence of an intrusive device would have a high probability of distorting the test taker’s responses.
15. Checks, cash, and all major credits are accepted forms of payment. Please indicate the intended method of payment (please check one)

Money Order/Cashier’s Check _____ Cash _____ Credit Card _____

16. A receipt will be issued for cash payments. Money orders or cashier's checks can be made payable to: Vivo Clinical Forensic Psychological Services, Inc.

17. If paying by credit card, please fill out the following:

Name on Card: _____

Card Type: _____

Credit Card Number: _____ Exp Date (XX/XX): _____

3 or 4 Digit Security Code: _____ Billing Zip Code: _____

Signature Authorizing Credit Card Billing: _____

18. This Agreement contains all the representations by each party to the others and expresses the entire understanding between the parties with respect to the matters at issue. The parties agree that all prior communications are merged into this Agreement, and that there are no terms or conditions other than those set forth herein. No statement or promise of a party shall be binding unless reduced to writing and signed by that party. No modifications of this Agreement shall be binding unless they are in writing and signed by all parties.

19. Any modification of the terms of this agreement must be in writing and signed by Dr. Dewitte. Dr. Dewitte, in agreeing to provide this forensic psychological service, is specifically relying on the responsible party's agreement to abide by all the terms of this agreement.

20. All evaluations and recommendations will be made as an impartial professional without regard to which party makes the payment or referral.

Your signature below indicates that you have had an opportunity to review these policies and agree to the terms. Please let me know if there are any questions prior to signing.

Thank you for your confidence and I look forward to working with you!

Retaining Party's Signature: _____ Date: _____

Printed Name: _____