



Behavioral Health of North Florida
Psychological & Neuropsychological Services

FEE SCHEDULE AND AGREEMENT FOR FORENSIC NEUROPSYCHOLOGICAL & PSYCHOLOGICAL SERVICES

*SIGNED COPY MUST BE ON FILE FOR ALL SERVICES OR TO RETAIN DR GROSS AS AN EXPERT WITNESS

NEUROPSYCHOLOGICAL/PSYCHOLOGICAL EVALUATION	AMOUNT
Diagnostic Evaluation (intake)	\$500.00
Testing	\$8500.00
Feedback/Conference with Attorney (1 hour)	\$500.00

CONTINUED TESTING	AMOUNT
We will make our best effort to administer all tests in a single session (approx. 8 hours). If the examinee cannot tolerate a full testing session, an additional testing session may be scheduled once payment of the Continued Testing Session fee is received.	\$1000.00

RECORD REVIEW	AMOUNT
Text records	\$500.00 per 60 pages
Audio/video files	\$500.00 per 60 minutes
Photo records	\$500.00 per 60 photos

EXPERT WITNESS TESTIMONY	AMOUNT
Deposition, hearing or trial testimony (<i>four hour minimum</i>)	(850.00 x4) \$3400.00

SHORT NOTICE FEE	AMOUNT
Appointments for any service scheduled or paid without 14 days advance notice	\$750.00
REPORT RUSH FEE	AMOUNT
If a report is required on an expedited basis (under 2 weeks) a rush fee will apply and must be prepaid before the report is released.	\$1000.00

RESCHEDULING FEES	AMOUNT
Requested 14 days or more prior to initially scheduled appointment	\$500.00
Requested 7-13 days prior to initially scheduled appointment	\$750.00
Requested 2-6 days prior to initially scheduled appointment	\$1000.00
Requested 24-47 hours prior to initially scheduled appointment	\$2000.00
- Cancellation/rescheduling under 24 hours or no shows require payment of a new invoice - Payment of the new invoice must be received before rescheduling	

RELEASE OF RECORDS	AMOUNT
Release of psychological records OR billing records	\$100.00
Release of psychological records AND billing records	\$200.00
Release of raw data to another licensed psychologist	\$350.00

OTHER FEES	AMOUNT
Case formulation fee ¹	\$5000.00
Off-site travel fee (per driving hour)	\$500.00

ADDITIONAL POLICIES AND CLARIFICATIONS

1. Protected tests materials such as test stimuli, questions, and answers are trade secrets. Psychological tests are compromised when protected test materials are released to non-psychologists. Release of protected test materials is a violation of the Ethical Principles of Psychologists and Code of Conduct ("Ethics Code") promulgated by the American Psychological Association and is in violation of the Test Security position statement issued by the American Academy of Clinical Neuropsychology (AACN) in 2022.
2. To protect test materials, copies of the neuropsychological and psychological raw data (e.g. digital and paper test forms completed during the examination) shall be released only to another psychologist licensed in the United States or Canada retained by the opposing party (if requested). If demands are made for Dr. Gross to release protected test materials to anyone other than a psychologist licensed in the United States or Canada (e.g. to the examinee, to opposing counsel, or to another party) or to otherwise violate his professional obligations and responsibilities regarding test security (e.g. insisting on others being present in the testing room during testing), and Dr. Gross is ordered by the court to comply with such demands, Dr. Gross reserves the right to withdraw from the case. Payments will not be refunded.
3. Dr. Gross will only consent to audio and/or video recording of the testing session if opposing counsel agrees:
 - a. Only Dr. Gross and the examinee will be in the testing room.

¹ Case formulation fee is applied when a neuropsychological or psychological evaluation will not be conducted by Dr. Gross and Dr. Gross is asked to formulate an opinion based upon a review of existing records. A written report can be provided for no additional fee. Case formulation fee is applied in addition to record review and attorney feedback fees as specified above. If a neuropsychological or psychological evaluation is subsequently required, the case formulation fee will be applied towards that evaluation.

- b. The videographer is to position the video camera in a way that does not visually record test materials such as digitally presented stimuli, other testing stimuli, or response booklets.
4. Payment must be received in full at least 2 weeks prior to delivery of all services. For evaluations, payment must be received in full at least 2 weeks prior to the examinee's first confirmed appointment (diagnostic intake). For deposition/hearing/trial testimony, payment must be received in full at least 2 weeks prior to the date of the service or court appearance. If payment is not received 2 weeks prior to all appointments, the short notice fee of \$750.00 may be applied.
5. Appointments are only confirmed with payment; tentatively scheduled appointments (with no payment received) cannot be guaranteed. Requests to reschedule services are subject to the Rescheduling Fees enumerated on page 1. If rescheduling is requested less than 24 hours prior to the scheduled appointment or if the examinee fails to arrive within 15 minutes of their scheduled appointment time, prior payments will be forfeited and not refunded. Payment of a new invoice will be required to reschedule services.
6. If services are postponed or not completed within twelve (12) months of the date payment was received, for any reason other than BHNF's unavailability, the prior invoice will expire, and all payments received under it will be forfeited and not refunded. A new invoice, based on the most current fee schedule, must be paid in full before services can be scheduled.
7. If there are records for Dr. Gross to review, the rate of \$500.00 is applied for every 60 pages, which is calculated by using the following formula: $(page\ count/60) \times \500.00 . For evaluations, records (and payment for record review) must be received no later than 2 weeks prior to the confirmed diagnostic intake appointment. If records and/or payment for record review are not received at least 2 weeks prior to the confirmed diagnostic intake appointment, BHNF reserves the right to cancel/reschedule all appointments. A \$500.00 rescheduling fee will then be applied. The rescheduling fee must be paid prior to rescheduling.
8. Dr. Gross will begin reviewing records only after payment for the record review is received. Please alert our office of any deadlines.

9. Written reports will be prepared within 2 weeks from the time testing is complete if all materials have been received. Materials include all payments, records, and interviews. Please alert our office of any deadlines. If a report is requested to be completed in under 2 weeks, a rush fee of \$1,000.00 will be applied and must be paid prior to the release of the report.
10. Off-site travel fees are \$500 per driving-hour. Travel to destinations over 1 hour (one way) from BHNH can be accommodated; however, Dr. Gross will require lodging to be reimbursed by the entity requesting services. If air travel is required for Dr. Gross, the hiring firm will be responsible for all travel costs (e.g. airline tickets, parking fees, car rental, tolls, if applicable).
11. All appointments are considered missed after 15 minutes; arriving 15 minutes late is considered a missed appointment and will result in the appointment being canceled. Payment will not be refunded in the event of a missed appointment. In the event of a missed appointment, subsequent appointments (e.g. Testing and Feedback sessions) may need to be rescheduled and are subject to the rescheduling fees described above.
12. Payments will not be refunded for any reason including missed appointment/s, cancellation of services, Dr. Gross withdrawing from the case due to a court order compelling him to violate his professional obligations and responsibilities regarding test security, settlement/resolution of litigation, objections raised by opposing counsel, failure to provide 24-hours' notice for rescheduling, examinee's non-compliance with office procedures, or determination by the clinician that a valid evaluation is not able to be obtained due to the examinee's in-office behaviors (e.g. difficulty complying with office procedures and/or task demands, emotional or behavioral dysregulation) or for any other reason. BHNH reserves the right to discontinue services in the event of non-compliance with office procedures.
13. Expert witness testimony (i.e. hearing, testimony, deposition) requires a minimum prior payment of four hours. Expert witness testimony includes time spent waiting for testimony to begin.
 - a. Please provide advance notice if more than four hours are needed for expert witness testimony. When advance notice is provided, additional time will be invoiced in 1-hour intervals. Payment must be received in full at least 2

weeks prior to the date of the service or court appearance to avoid the short notice fee of \$750.00.

- b. If advance notice of additional time for expert witness testimony is not given, Dr. Gross cannot guarantee his availability to testify for the additional time required. If Dr. Gross is available to continue with expert witness testimony, the additional time will require payment of a non-refundable 3-hour interval (\$2,550.00) to be paid prior to delivery/continuation of expert witness testimony via the process described below:
 - i. An electronic invoice will be e-mailed to the hiring party on the day of service for an additional 3 hours, which must be paid in full prior to Dr. Gross beginning OR continuing expert witness testimony.
 - ii. Payment will not be refunded in whole or in part, even if less time is needed.
 - iii. Dr. Gross reserves the right to suspend continued testimony until payment for additional time for expert witness testimony is received.

14. Disclosure of Expert Witness: If Dr. Gross is disclosed or represented as a retained expert witness, whether orally or in writing, and whether this Agreement has been executed, Dr. Gross's Case Formulation fee of \$5,000 shall become immediately due and payable. This obligation arises upon disclosure of Dr. Gross as a retained expert witness and is not contingent upon the execution of this Agreement, the continuation of litigation, or any other condition.

By signing below, I indicate that I understand and agree with the fees and terms specified above:

Name of person/entity requesting services (PLEASE PRINT): _____

SIGNATURE (person/entity requesting services): _____

Examinee Name: _____

Date: _____

***Please return all pages (5) with the above signed portion of fee schedule/agreement**

Please make all checks payable to Behavioral Health of North Florida, PLLC.

Electronic invoices available upon request for expedited payment

Thank you for choosing BHNFL