# **MEDICAL PSYCHOLOGY ASSOCIATES**

MEDICAL PSYCHOLOGY~ FORENSIC PSYCHOLOGY & PSYCHOPHARMACOLOGY~ CLINICAL NEUROSCIENCE

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# Engagement Agreement & Contract for Forensic Services

**Case Information** 

Attorney Name: Law Firm: Attorney's Client Name: Case #: Date:

DOB:

Summary of Requested Services:

### Services & Role Definition:

A forensic psychological service includes, but is not limited to, a psychological/neuropsychological evaluation, professional or expert case consultation or opinion, or expert witness services which are undertaken specifically and solely for a legal proceeding or purpose. As such, *Scott D Wylie, Psy.D., MSCP, LLC* dba. Medical Psychology Associates and *Dr. Scott Wylie* are the entities that provide all forensic services, which are specifically requested by, and contracted with an attorney or legal agency/law firm; once contracted this agency becomes the legal "Client" (maintains legal privilege) of Dr. Wylie and his business. As such, the litigant/defendant (attorney's client) does not hold legal privilege as it pertains to Dr. Scott Wylie, his business, and/or any services provided as such.

#### Services & Role Distinction:

Dr. Wylie and Medical Psychology Associates provide two distinctly different types of forensic services. Each classification type is regulated by a unique set of laws & rules, federal or state regulations, and professional competencies and ethics. As such, specification, and clarity regarding which type of forensic service was requested and will be provided is essential and required. *Unless specifically delineated within this contract, each service type/role described below must only be provided independently of any other service type or professional role. The provision of "dual roles" is generally considered to be unethical, unprofessional, and outside the current standards of practice for forensic providers.* The forensic service types performed by Dr. Wylie are as follows:

• **Examination(s) or Evaluation(s) Services**- This type of service involves & requires the examination or evaluation of an actual individual/person (Attorney's Client) for the sole purpose of making a legal, medical, or psychiatric determination.

Any such service requires the specific and informed written consent of the individual to be evaluated, is a practice limited to appropriately licensed professionals (physician, psychologist, etc.) and as such regulated by the appropriate professional licensing board (State Board of Psychology). A Forensic Evaluation typically involves face-to-face and/or collateral interviews, standardized testing, and other sources of data or review as deemed necessary by Scott D Wylie, Psy.D., MSCP, LLC to acquire the necessary data (objective and subjective) to formulate a thorough evaluation or professional opinion.

• Expert Witness or Professional Consultative Services- This type of service must not include the examination or evaluation of an actual individual, and typically involves serving as an expert consultant to the attorney/legal firm as contracted (mitigation, jury selection, etc.) or serving as an expert witness as contracted.

Dr. Wylie's forensic areas of expertise (neuropsychopharmacology, substance, drug & alcohol pharmacology) are not limited to individuals who hold a professional healthcare license or regulated as such. No additional contracts or consents are legally required to perform these services.

## **Contract Role:**

The signatures provided below signify both parties agree and have provided legal and informed consent regarding the determination of the appropriate & required role Dr. Wylie & Medical Psychology Associates will offer for this case.

- Examination and/or Evaluation Services
- Expert Witness and/or Consultative Services

SDW

Consenting Initials:

Attorney

# Confidentiality:

The typical laws governing legal privilege & confidentiality between psychologists providing healthcare services and their patients do not apply to forensic services. Thus, all information obtained as part of, and solely for the provision of a forensic service will be shared with the contracted attorney who holds privilege. This policy also encompasses all use of professional test scoring services, and other professional forensic services as deemed advisable. See Statement of Understanding for more information.

### Fees:

My fee for forensic work is **\$350.00 per hour**, billed in **15-minute increments**. This fee is inclusive of all activities performed with the exception of court appearances. **Court appearances** are billed with the same fee, but at the **minimal rate of**  $\frac{1}{2}$  **day (4-hour) increments**.

### Initial Retainer: \$4000.00/Minimum\*

\*Retainer must be paid in-full prior to engaging in any work related to this contract

# Agreement:

All agreements and contracts with Scott D Wylie, Psy.D., MSCP, LLC & Dr. Wylie are in writing. Any modification of the terms of this agreement must be in writing and signed by Dr. Wylie. In agreeing to provide the forensic service delineated above, we specifically rely upon the responsible party's signed agreement to abide by all the terms, roles, policies, and limitations described above. Only an authorized representative of the law firm retaining the services described above shall constitute a legally binding Engagement Agreement by signing below.

Attorney "Client" Printed Name

Name of Law Office or Firm

Signature

Date

Date

Scott D Wylie, Psy.D., MSCP
Owner, Medical Psychologist
Medical Psychology Associates
https://medicalpsychassociates.org