

# Ψ MEDICAL PSYCHOLOGY ASSOCIATES

MEDICAL PSYCHOLOGY~ FORENSIC PSYCHOLOGY & PSYCHOPHARMACOLOGY~  
CLINICAL NEUROSCIENCE

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## STATEMENT OF UNDERSTANDING Forensic Psychological Services

The following represents the terms of the agreement regarding the services provided by Scott D Wylie, Psy.D., MSCP, LLC to you (as referral source):

I appreciate your decision to retain me as your expert. My engagement is limited to the matter identified, the specific referral question, and the letter to which these terms of engagement are attached.

The following summarizes our *billing practices* and certain other terms that will apply to our engagement:

1. We send invoices monthly, throughout the engagement for a particular matter. Invoices are due when rendered. In instances where we represent more than one attorney with respect to a matter, each person that we represent is jointly and severally liable for my fees with respect to the representation. Our invoices contain a concise summary of each matter for which professional services were rendered and a fee was charged.
2. When establishing fees for services, we are guided primarily by the time and labor required. I require a retainer in an amount which is appropriate with respect to the proposed professional tasks. Unless otherwise agreed, the retainer will be applied to the last statement rendered in connection with the professional work, with any unused portion being returned to the appropriate party.
3. I invite my clients to discuss any questions that may arise concerning a fee charge for any matter. I want my clients to be very satisfied with both the quality of my professional services, and the reasonableness of the fees that I charge for these services. I will attempt to provide as much detailed billing information as may be required in any customary form desired. I am willing to discuss with my clients any of the billing formats my office uses and that may best suit the client's needs.
4. In determining a reasonable fee for the time and labor required for a particular project, I consider the skills, time demands, and other factors influencing the professional responsibility required for each matter. My office records and bills time in one-quarter hour (15-minute) increments with the exception of court appearances which are billed in ½ day increments. In addition to my professional fees, my statements may include out-of-pocket expenses that my office has advanced on behalf of the client or the client's project.
5. During the course of my service, it may be appropriate or necessary to hire third parties to provide services on behalf of the project. These services may include such things as consultation with other experts, psychological assistants, or research assistants.
6. If my statements are not paid within 30 days after they are rendered, I reserve the right to discontinue services until the account is brought current. Additionally, if my statement has not been paid within 30-days from the date of the statement, I automatically impose an interest charge of 1.25 percent per month (15 percent annual percentage rate) from the 30th day after the day of the statement until it is paid in full. Interest charges apply to specific statements on an individual statement basis. Any payments made on past due statements are applied first to the oldest outstanding element. I am entitled to attorney's fees and costs if collection activities are necessary.

I will provide my services as an expert in accordance with the engagement letter that accompanies this attachment. You will provide me with such factual information and materials I require in order to perform the services identified in the engagement letter. I will keep you advised of developments as necessary to ensure the timely, effective, and efficient completion of my work.

Regarding the *ethics of my profession* that will govern my behavior, several points deserve emphasis. As a matter of professional responsibility, I am required to preserve the confidence and secrets of my attorney-clients as well as my patients. This obligation

and the legal privilege for our communications exist to encourage candid and thorough communication. I can only perform beneficial services for a client if I am aware of all information that might be relevant to my work as an expert. Consequently, I trust that our relationship with you will be based upon mutual confidence, respect, and open communication, which will facilitate my proper service to you.

If I am retained as a confidential expert, or as an agent of the attorney, then attorney-client and/or work product privileges may apply. If I am retained as a court-appointed or disclosed expert, then it is likely that no privilege applies, and that all records may be disclosed pursuant to the rules of discovery. Similarly, the subject of the evaluation may have an independent right to access the records, pursuant to state laws and HIPAA.

I may be (and sometimes am) asked to represent a client with respect to interests that are adversarial to those of another client who I represent in connection with another matter. During the term of this agreement, I agree that I will not accept representation of another client likely to pursue interests that are directly in opposition or damaging to your interests unless and until I have made full disclosure to you of all the relevant facts, circumstances, and implications of my undertaking such representations, and you have consented to my representation of the other client. In turn, you agree that you will be reasonable in evaluating such circumstances and you will give your consent if we can confirm to you in good faith that the following criteria are met:

- There is no substantial relationship between any matter in which I am serving you and the matter for the other client.
- My delivery of professional services to the other client will not implicate any confidential information that I have received from you.
- My work for you and the discharge of my professional responsibilities to you will not be prejudiced by the other client for the other client has also consented in writing based on full disclosure of the relevant facts, circumstances, and implications of my undertaking the two representations.

By signing this agreement, we are establishing the criteria that will govern the exercise of your right under applicable ethical rules to withhold consent to my representation of another client whose interest(s) are likely to be in opposition or damaging to yours. You will retain the right, of course, to contest in good faith my representation that the criteria have been met, in which event I would have the burden of supporting my representation to you.

Upon completion of the matter to which this agreement applies, or upon earlier termination of our relationship, the relationship will end unless you and I have expressly agreed to a continuation with respect to other matters. This representation is terminable at will, by either party, subject to ethical restraints or the payment of all fees and costs. Any behavior on the part of the "referral source" which could be interpreted as inappropriate, unethical, illegal, or otherwise hostile to the role and services of Scott D Wylie, Psy.D., MSCP, LLC will result in the immediate termination of any established professional relationship and the engagement of further psychological services.

Your agreement to this engagement constitutes your acceptance of the foregoing terms and conditions. If any of them are unacceptable to you, please advise me now so that we can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

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**, Attorney Signature**

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**Date**

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**Scott D Wylie, Psy.D., MSCP**  
Medical Psychology Associates

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**Date**

